

Council Chambers at City Hall
Tuesday, May 21, 2024
7 p.m.



William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND REGULAR MEETING OF THE CITY COUNCIL

The Garland City Council extends to all visitors a sincere welcome. We value your interest in our community and your participation in the meetings of this governing body. Visit GarlandTX.gov/Council for a full list of meeting dates.

The Council Chambers at Garland City Hall is wheelchair accessible, and ADA parking is available on the street as well as in the public parking garage. Persons with disabilities who may need auxiliary aids or services must contact the City Secretary's Office at 972-205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. Braille is not available.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the City Council may attend this meeting by internet/video remote means. A quorum of the City Council, as well as the presiding officer, will be physically present at the above identified location. Members of the public that desire to make a public comment must attend the meeting in person.

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

It is a custom and tradition of the City Council to have an invocation and recital of the Pledge of Allegiance prior to the beginning of each Regular Meeting. Members of the audience are invited but not required to participate. The decision to participate is strictly a matter of personal choice. It has no bearing on matters to be considered by the City Council and will not affect the decisions to be made during this meeting.

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

- Eritrea Independence Day

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has had the opportunity to review each of these items at a previous Work Session, and approval of the consent agenda authorizes the City Manager or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any item be removed and considered separately.

1. MINUTES

- Approve the minutes of the May 7, 2024, Regular Meeting
- Approve the minutes of the May 14, 2024, Special Meeting

2. Approve the following bids:

- Replacement of Raw Water & Air Release Valves at the Duck Creek Wastewater Treatment Plant

Bid No. 0920-24

Municipal Valve and Equipment Co., Inc. **\$545,822.00**

This request is to provide for the three raw water and five air release valves at the Duck Creek Wastewater Treatment Plant that were installed during the plant's expansion project in 2002-2006 and have reached the end of their useful lives, requiring extensive maintenance to remain operational. Replacement of these existing valves with new, identical valves will ensure continued, dependable plant operations and proper integration with current equipment.

- b. **Construction Management Service for Duck Creek Wastewater Treatment Plant Upgrades** **Bid No. 0934-24**

Carollo Engineers, Inc. **\$1,782,869.00**

This request is to provide construction management and inspection services at the Duck Creek Wastewater Treatment Plant during the construction of the Filter Rehabilitation & UV Conversion project. Carollo Engineers, Inc. will provide comprehensive construction administration and management services for the project's duration. They will act as the construction manager and liaison between the construction contractor and the City, conducting progress meetings, coordinating project deliverables, and directing regular on-site construction inspections.

- c. **White Drive, Armstrong Drive, Glynn Drive, and Pecos Street Wastewater Replacement** **Bid No. 0618-24**

Trinity Miller Utility Construction, LLC **\$1,751,596.50**

This request is to provide construction services for the White Drive, Armstrong Drive, Glynn Drive, and Pecos Street Wastewater Replacement project. This includes replacement of 5,400 linear feet of 8-inch (8") and 10-inch (10") wastewater main replacement, including manholes and service laterals. The project also includes approximately 1,300 square yards, 6-inch (6") concrete alley paving replacement and approximately 900 square yards of street, driveway, and sidewalk replacements. An owner's contingency is included for any additional work or materials that may be required.

- d. **Pronar MRW 2.1010g Dual-Shaft Slow Speed Shredder** **Bid No. 0791-24**

Machinery Partner, Inc. **\$978,345.00**

This request is for one new Pronar MRW 2.1010g Dual-Shaft Slow Speed Shredder

- e. **GP&L Spencer Plant CT Wastewater Transportation and Disposal** **Bid No. 0145-24**

United Rentals **\$116,947.28**

The purpose of this bid is for change order No. 1 to Purchase Order 36030 Spencer CT Wastewater Transportation and Disposal. This change order is needed to cover wastewater disposal amounts that are greater than originally anticipated.

- f. **Comprehensive Plan Update** **Bid No. 0916-24**

Verdunity **\$567,575.00**

This request is for the Comprehensive Plan Update, as discussed during the May 6, 2024 City Council Work Session.

- g. **Four (4) replacement 2024 Autocar ACX64 Front End Loader Chassis** **Bid No. 0949-24**

Chastang Enterprises, Inc. \$844,032.00

This purchase is for four (4) replacement 2024 Autocar ACX64 Front End Loader Chassis for the Sanitation Department.

h. Plumbing Service, Repairs, and Replacements Bid No. 0532-23

United Mechanical \$50,000.00

This request is for approval to increase the funding for the existing blanket purchase order awarded to United Mechanical for plumbing repair.

i. Replacement Side, Front, and Rear Loader Bodies for Sanitation Trucks Bid No. 0946-24

Reliance Truck and Equipment \$1,540,597.92

This purchase is for three (3) replacement Labrie Side Loader Bodies, two (2) replacement Leach Rear Loader Bodies, and four (4) replacement Wittke Starlight Front Loader Bodies for the Sanitation Department.

j. One (1) replacement Pierce Velocity Aerial Truck and one (1) Pierce Velocity Pumper Truck Bid No. 0957-24

Siddons-Martin Emergency Group, LLC \$3,454,911.00

This purchase is for one replacement Pierce Velocity Aerial Truck and one Pierce Velocity Pumper Truck.

k. Replacement Side Loader and Rear Loader Chassis for Sanitation Bid No. 0926-24

Bond Equipment Co., Inc. \$1,089,539.00

This purchase is for three (3) replacement 2025 Battle Motors LET2 Side Loader Chassis and two (2) replacement 2025 Battle Motors LET2 Rear Loader Chassis.

l. One (1) new Case CX220E Excavator for the Hinton Landfill Bid No. 0950-24

ASCO Equipment \$277,000.00

This purchase is for one (1) new Case CX220E Excavator for the Hinton Landfill.

m. Term Contract for Raised Pavement Markers Bid No. 0645-24

Road Master Striping LLC \$393,045.00

This request is to provide the installation of raised pavement markers on streets for the purpose of designating travel lanes throughout the City. This approval is for a term agreement with four (4) optional renewals.

n. GP&L Holford Switch Station Materials Bid No. 0730-24

Techline, Inc \$835,000.00

The purpose of this bid is for the purchase of materials needed for the construction of the GP&L Holford Switch Station. This is part of the approved GP&L Holford Switch Station CIP project. An owner's contingency has been included for any unforeseen material items needed.

- o. **GP&L Wynn Joyce Pole Replacement Materials** **Bid No. 0471-24**

KBS Electrical Distributors & Texas Electric Cooperatives, Inc. **\$501,574.69**

The purpose of this bid is for the purchase of transmission line materials needed for the upgrade of wood to steel structures on the Wynn Joyce transmission line. This is part of the approved Wynn Joyce Pole Replacement CIP project. An owner's contingency has been included for any unforeseen material items needed.

- p. **GP&L Holford Switch Station to Campbell Switch Station Steel Structures** **Bid No. 0774-24**

KBS Electrical Distributors, Inc. **\$1,139,000.00**

The purpose of this bid is for the purchase of steel structures and associated materials needed for the construction of the Holford Switch Station to Campbell Switch Station transmission line. This is part of the approved Holford 138kV Line Loop Addition CIP project. An owner's contingency has been included for any unforeseen material items needed.

- q. **Northwood and Lakewood Alley Wastewater Improvements** **Bid No. 0475-24**

Trinity Miller Utility and Construction, LLC **\$1,840,371.75**

This request is to install approximately 1,790 linear feet of existing wastewater line, construction of 516 linear feet of 10" wastewater main, construction of 895 linear feet of 8" wastewater main, the removal and replacement of 1,600 square yards of concrete alley paving and all incidentals in the alley between Alamo Street and Melrose Lane along North Glenbrook Drive.

Also, installing approximately 3,450 linear feet of existing wastewater line, construction of 38 linear feet of 12" wastewater main, construction of 4,175 linear feet of 8" wastewater main, 83 linear feet of 8" wastewater main by bore, the removal and replacement of 588 square yards of asphalt street paving and all incidentals between North Garland Avenue and Brookside Drive along Walnut Street. An owner contingency is included for any additional work or materials that may be required.

- r. **GP&L Holford Switch Station to Campbell Switch Station Transmission Line Materials** **Bid No. 0623-24**

Techline, Inc. & Texas Electric Cooperatives, Inc. **\$1,340,000.00**

The purpose of this bid is for the purchase of conductor, fiber, and associated materials needed for the construction of the GP&L Holford Switch Station to Campbell Switch Station transmission line. This is part of the approved GP&L Holford 138kV Line Loop Addition CIP project. An owner's contingency has been included for any additional material items that may be needed.

3. **A public hearing was previously conducted for the zoning case(s) below. Council approved the zoning request(s) and instructed staff to bring forth the following ordinances:**

- a. **Z 24-06 Barraza Consulting Group (District 7)**

Consider and take appropriate action on an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an Amendment to Planned Development (PD) District 18-41 for Mixed Uses and 2) a Detail Plan for an Office, General use on a 5.769-acre tract of land located at 2002 West Campbell Road; providing for conditions, restrictions, and regulations; providing a penalty under the

provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. TxDOT Click It or Ticket Grant May 2024

Council is requested to approve a resolution for the 2024 Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant and authorize the Chief of Police to execute such documents necessary to complete the transaction.

5. TxDOT Operation Slowdown Grant 2024

Council is requested to consider a resolution for the 2024 Selective Traffic Enforcement Program (STEP) Operation Slowdown Grant and authorize the Chief of Police to execute such documents necessary to complete the transaction.

6. Next Generation 9-1-1 Statutory Distribution of Funds Certification

Approve by minute action a request from the Police Department to allow the City Manager to execute a statutory distribution of funds certification with the Commission on State Emergency Communications (CSEC).

7. Request for Development Assistance from Scout Cold Storage Dallas, LP (Building B)

Council is requested to consider a development incentive request from Scout Cold Storage Dallas, LP. in regards to a proposed cold storage conversion project.

8. Request for Development Assistance from Scout Cold Storage Dallas, LP (Building C)

Council is requested to consider a development incentive request from Scout Cold Storage Dallas, LP. in regards to a proposed cold storage redevelopment project.

9. Request for Development Assistance from Wells Fargo Bank, NA

Council is requested to consider approving the Incentive Agreement with Wells Fargo Bank, NA to invest and lease in a data center being developed by Digital Realty.

ITEMS FOR INDIVIDUAL CONSIDERATION

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10. Conduct the swearing in of Council Member for District 4

11. Hold public hearing(s) on the following Zoning Case(s):

- a. **Consider a request by Mechu Autos Limited Company proposing to use the existing building for automobile sales use. The site is located at 702 Easy Street in District 6.**

Consider and take appropriate action on the application of Mechu Autos Limited Company, requesting approval of 1) a Specific Use Provision for an Automobile Sales, New or Used Use on a property zoned Industrial (IN) District and 2) a Plan for an Automobile Sales, New or Used Use. This property is located at 702 Easy Street. (District 6) (File Z 24-07)

- b. **Consider a request by Shana Carter requesting a "Major Waiver" to the Downtown Sign Standards to remove the existing awning sign and install a new sign on the building wall at "Roach Feed & Seed." The site is located at 409 Main Street in District 2.**

Consider and take appropriate action on the application of Shana Carter, requesting approval of 1) a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code and 2) a Downtown Development Plan to allow an attached wall sign on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district. This property is located at 409 Main Street. (District 2) (File DD 24-02)

- c. Consider a request by Triangle Engineering, LLC proposing three (3) buildings for a restaurant with drive-through, sit-down restaurants and retail uses. The site is located at 5203 Naaman Forest Boulevard in District 1.

Consider and take appropriate action on the application of Triangle Engineering, LLC, requesting approval of 1) an Amendment to Planned Development (PD) District 12-56 for Community Retail (CR) Uses; 2) a Specific Use Provision for a Restaurant, Drive-Through Use and 3) a Detail Plan for Retail Use, Restaurant Use and Restaurant with Drive-Through Use. This property is located at 5203 Naaman Forest Boulevard. (District 1) (File Z 23-08)

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

12. Mayor Scott LeMay

- Dorothy White - Library Board

CITIZEN COMMENTS

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

ADJOURN

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NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

1. Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.
5. The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.
6. Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.
7. Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:
 - generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
 - bidding and pricing information for purchased power, generation, and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
 - risk management information, contracts, and strategies, including fuel hedging and storage;

- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]



Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses these goals to guide operational priorities, decision-making and resource allocation.



**GARLAND
CITY COUNCIL STAFF REPORT**

City Council Regular Session

a.

Meeting Date: 05/21/2024

Title: Approve the minutes of the May 7, 2024, Regular Meeting

Submitted By: Tracy Allmendinger, Deputy City Secretary

Issue/Summary

Approve the minutes of the May 7, 2024, Regular Meeting

Background

Consideration / Recommendation

Attachments

Minutes May 7, 2024 DRAFT

DRAFT



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, May 7, 2024, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Council Member Deborah Morris
Mayor Pro Tem Jeff Bass
Deputy Mayor Pro Tem Ed Moore
Council Member B.J. Williams
Council Member Margaret Lucht
Council Member Dylan Hedrick
Council Member Carissa Dutton
Council Member Chris Ott

Staff Present: City Manager Jud Rex
Deputy City Manager Mitch Bates
Assistant City Manager Andy Hesser
Assistant City Manager Crystal Owens
Assistant City Manager Phil Urrutia
City Attorney Brian England
Deputy City Secretary Tracy Allmendinger

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

- **Public Service Recognition Week**

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has had the opportunity to review each of these items at a previous Work Session, and approval of the consent agenda authorizes the City Manager or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any

item be removed and considered separately.

Motion was made by Mayor Pro Tem Bass to approve the Consent Agenda as presented, seconded by Deputy Mayor Pro Tem Moore. Motion carried: 9 ayes, 0 nays.

1. MINUTES

a. Approval of minutes of the April 16, 2024, Regular Meeting

Consider approval of the minutes from the April 16, 2024 meeting.

2. Approve the following bids:

a. GP&L Holford Switch Station Security Fence Bid No. 0701-24

Construction Rent-A-Fence, Inc. \$1,050,000.00

The purpose of this bid is for the purchase and installation of an anti-scale security fence and security-controlled access gates for the Holford Switch Station. This is part of the approved Holford 138kV Line Loop Addition CIP project. An owner's contingency has been included for any unforeseen material items needed.

b. GP&L & TMPA Crane Rental & Equipment Services Bid No. 0889-16

Davis Motor Crane \$100,000.00

This request is to obtain change order No. 1 to Contract Bid Award 0889-19 for as-needed crane rental and equipment relocation services for GP&L and TMPA necessary to install and relocate transformers, generation circuit breakers, and other electrical apparatus in the delivery of electric service. The contract is at the end of its term and a change order is needed to continue scheduled operations while a new contract is bid. Expenses associated with TMPA will be reimbursed at 100%.

c. GP&L College to Jupiter Distribution Underbuild Reconstruction Bid No. 0584-24

Mas Tec North America, Inc. \$820,088.37

This request is to obtain labor services for the reconstruction of the distribution underbuild service on the GP&L College to Jupiter 138kV Transmission Line. This is part of the approved GP&L College to Jupiter 138kV Transmission Line CIP project.

d. Purchase of Furniture for Central Library Bid No. 0821-24

Library Interiors of Texas, LLC \$1,333,591.22

This request is to provide new furniture for Central Library as part of the major renovations underway. The furniture being purchased from Library Interiors of Texas includes study room tables and chairs, tables and a stage for the multi-purpose room, a work bench table, chairs and storage carts for the maker space, furniture for the teen and children spaces, and staff work stations. This project is part of the 2019 Bond Program and approved in the 2024 CIP.

e. Purchase of Furniture for Central Library Bid No. 0820-24

My Unique Office \$284,204.00

This request is to provide new furniture for Central Library as part of the renovations underway. The furniture being purchased from My Unique Office includes the service desk and shelving in the children's area, display cabinets, self check-out tables, and study pods. This project is part of the 2019 Bond Program and approved in the 2024 CIP.

- f. **GP&L Shiloh to Marquis 138kV Transmission Line Conductor Upgrade Materials** **Bid No. 0513-24**

Techline, Inc. **\$633,745.20**

This request is for the purchase of steel structures and associated materials needed for the conductor upgrade of the GP&L Shiloh to Marquis Transmission Line. This is part of the approved GP&L Shiloh to Marquis 138kV Transmission Line Upgrade CIP project. An optional contingency has been included for any additional material items that may be needed.

- g. **GP&L Nevada Switch Station Grading and Site Work** **Bid No. 0512-24**

DynaGrid Construction Group, LLC. **\$1,963,701.19**

This request is to obtain grading and site work needed for a terminal addition at the Nevada Switch Station to serve a battery storage facility. This is part of the approved Nevada Switch Terminal CIP project. An optional contingency has been included for any additional material items that may be needed.

- h. **GP&L Ben Davis to Olinger 138kV Transmission Line Engineering Services** **Bid No. 0850-24**

Burns & McDonnell Engineering Company, Inc. **\$411,700.00**

This request is to obtain professional environmental, permitting, and engineering support services to obtain a Certificate of Convenience and Necessity (CCN) for the rerouting of the GP&L Ben Davis to Olinger 138kV Transmission Line. Services will also include land acquisition and survey services to acquire a new easement for the reroute. This is part of the approved GP&L OPGW Install-OL1-BD 138kV CIP project.

- i. **GP&L Holford Switch Station Steel Structures** **Bid No. 0695-24**

Texas Electric Cooperatives, Inc. **\$980,000.00**

This request is for the purchase of steel structures and associated materials for the construction of the GP&L Holford Switch Station. This is part of the approved GP&L Holford Road Switch Station CIP project. An optional contingency has been included for any additional material items that may be needed.

- j. **Lou Huff Park - Design Services** **Bid No. 1188-22**

Teague Nall and Perkins, Inc. **\$316,500.00**

This request and change order is to initiate Task 2 of the Lou Huff Park design services, which was contemplated in the RFP.

- k. **TMPA Ben Davis Flood Mitigation Engineering Services Addendum** **Bid No. 0900-21**

Black & Veatch **\$277,762.51**

This request is to obtain Addendum No. 1 Black & Veatch services agreement COG053 TMPA Ben Davis Substation Flood Mitigation. Black & Veatch will provide additional engineering design services to support the raising of breakers and other equipment at the substation for flood mitigation and provide construction management services to monitor project schedules and outage coordination. This is part of the approved TMPA Ben Davis 345kV Breaker Replacement CIP project and will be reimbursed at 100%.

- l. **GP&L Substation Wildlife Protection Guards** **Bid No. 0788-24**

Techline, Inc. **\$331,400.00**

This request is for the purchase of Green Jacket Wildlife protection guards to be used in GP&L Substations to protect critical infrastructure and to prevent outages caused by wildlife.

3. A public hearing was previously conducted for the zoning case(s) below. Council approved the zoning request(s) and instructed staff to bring forth the following ordinances:

a. Z 24-11 Kimley Horn (District 7)

Consider and take appropriate action on an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Planned Development (PD) District 99-49 for Neighborhood Office Uses to Community Retail (CR) District and 2) a Specific Use Provision for a Restaurant, Drive-through Use on a 1.148-acre tract of land located at 2301 Arapaho Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. Z 23-28 David Gibbons (District 2)

Consider and take appropriate action on an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an Amendment to Planned Development (PD) District 17-25 for Multi-family-1 (MF-1) uses and 2) a Detail Plan for an Elder Care -- Assisted Living Use on a 2.52-acre tract of land located at 1922 Castle Drive; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

c. Z 24-04 Golden Bee Trove, LLC (District 4)

Consider and take appropriate action on an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Used Goods, Retail Sales (Indoors) Use at 5501 Broadway Boulevard, Suite 105; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

d. Consider an ordinance approving the sale of Certificates of Obligation, Series 2024
Council is requested to consider the approval of a ordinance to issue Certificates of Obligation, Series 2024 to fund a portion of the 2024 CIP.

ITEMS FOR INDIVIDUAL CONSIDERATION

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4. Hold public hearing(s) on the following Item(s):

a. Public Hearing to Solicit Input from Stakeholders for the 2024-2025 Upcoming Federal Grant Programs

Conduct a Public Hearing to gather feedback from all Stakeholders regarding the upcoming CDBG, HOME, and ESG grant programs for the 2024-2025 fiscal year.

Mona Woodard, Neighborhood Services Administrator spoke to Council on the next steps for the CDBG, HOME and ESG grant programs for 2024-2025.

Speakers for this item were Rhonda McTyre, Stars Camp; Andrew Melcheck, Achievement Center of Texas; Tonya Downing, Hope Clinic; Susan Hennum and Jeffrey Sheldon, Council Institute of Texas; Brian Gaddis, After School Program; Pastor Robert Sheppard, Restoration Community Fellowship Church Summer Enrichment Program, Haphen Muchapudra, Transcend STEM Education; Suzanna Sulfstede, The Senior Source, Verna Jones, Under One Roof; David Swavey, Garland Police Boxing Gym; Christina DeJesus, VNA Meals on Wheels.

5. Hold public hearing(s) on the following Zoning Case(s):

- a. Consider a request by Barraza Consulting Group proposing to construct a general office use. The site is located at 2002 West Campbell Road in District 7.**

Consider and take appropriate action on the application of Barraza Consulting Group, requesting approval of 1) an Amendment to Planned Development (PD) District 18-41 for Mixed Uses and 2) a Detail Plan for an Office, General Use. This property is located at 2002 West Campbell Road (District 7) (File Z 24-06)

Staff Report was presented by Will Guerin, Director of Planning. The applicant was present, but did not speak.

There was discussion by the Council with Mr. Guerin.

Motion was made by Council Member Hedrick to approve the request as presented, seconded by Council Member Lucht. **Motion** carried 9 ayes, 0 naves.

CITIZEN COMMENTS

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

Citizen comments were made by: Pa Batch Semba Sey

ADJOURN

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Submitted By:

Scott LeMay, Mayor

Tracy Allmendinger, Deputy City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

b.

Meeting Date: 05/21/2024

Title: Approve the minutes of the May 14, 2024, Special Meeting

Submitted By: Tracy Allmendinger, Deputy City Secretary

Issue/Summary

Approve the minutes of the May 14, 2024, Special Meeting

Background

Consideration / Recommendation

Attachments

Minutes May 14, 2024 DRAFT

DRAFT



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, May 14, 2024, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

- Present:** Mayor Scott LeMay
Council Member Deborah Morris
Mayor Pro Tem Jeff Bass
Deputy Mayor Pro Tem Ed Moore
Council Member Margaret Lucht
Council Member Dylan Hedrick
Council Member Carissa Dutton
Council Member Chris Ott
- Absent:** Council Member B.J. Williams
- Staff Present:** City Manager Jud Rex
Deputy City Manager Mitch Bates
Assistant City Manager Andy Hesser
Assistant City Manager Crystal Owens
Assistant City Manager Phil Urrutia
City Attorney Brian England
Deputy City Secretary Tracy Allmendinger

1. **PUBLIC COMMENTS ON WORK SESSION ITEMS**

Members of the audience may address the City Council on any Work Session item at the beginning of the meeting. Speakers are allowed three minutes each, grouped by agenda item and called in the order of the agenda. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers and on the visitor's side of the Work Session Room) and give it to the City Secretary before the Mayor calls the meeting to order. Speakers are limited to addressing items on the Work Session agenda only. Items on a Regular Meeting agenda should be addressed at the respective Regular Meeting. Items not currently on an agenda may be addressed during the citizen comments portion of any Regular Meeting.

2. **ITEMS FOR INDIVIDUAL CONSIDERATION**

1. **Consider an Ordinance canvassing the Special Election returns for the purpose of adoption or rejection of seventeen proposed amendments to the Charter of the City of Garland, Texas; declaring the results of that election and providing an effective date.**

Council is requested to adopt the ordinance canvassing the May 4, 2024 Special Election results.

Motion was made by Council Member Morris to approve the ordinance canvassing the May 4, 2024 Special Election results, seconded by Mayor Pro Tem Bass. Motion carried: 8 ayes, 0 nays.

2. **Consider an ordinance canvassing the results of a General Election for the purpose of electing candidates to the Office of City Council of the City of Garland, Texas, for an election having been held May 4, 2024; declaring the results of that election; and providing an effective date.**

Formal canvassing of the returns and declaring the results of the May 4, 2024 General Election held for the

purpose of electing a candidates to the Office of the City Council of the City of Garland for Districts 1, 2, 4, and 5.

Motion was made by Council Member Morris to approve the ordinance canvassing the results of the May 4, 2024 General Election, seconded by Deputy Mayor Pro Tem Moore. Motion carried: 8 ayes, 0 naves.

3. Conduct the swearing in of Council Members for District 1, 2, and 5.

Mayor LeMay called Mayor Pro Tem Bass to the podium to be sworn in. He was sworn in by City of Garland Mayor, Scott LeMay; family members in the audience were Heather Bass, Debbie Cox, and Jess Cox. Mayor Pro Tem Bass presented comments and took his place at dais.

Mayor LeMay presented Council Member Morris with a service plaque and City flag.

Mayor LeMay called Council Member elect Kris Beard to the podium to be sworn in. She was sworn by Bobby Beard; family members in the audience were Daryl and Chase Earle, Logan, and Kegen and Jocelynne Kobs-Beard.

Council Member Beard presented comments, after which, Council Member Morris removed her placard from the dais and Council Member Beard replaced it with hers and took her place at the dais.

Mayor LeMay called Council Member Lucht to the podium to be sworn in. She was sworn in by Joyce Young; family members in the audience were Matt Lucht and David Young. Council Member Lucht presented comments and took her place at dais.

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3. ADJOURN

Submitted By:

Scott LeMay, Mayor

Tracy Allmendinger, Deputy City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. a.

Meeting Date: 05/21/2024

Item Title: Replacement of Raw Water & Air Release Valves at the Duck Creek Wastewater Treatment Plant

Submitted By: Michael Brinkmann, Managing Director

Bid Number: 0920-24

Purchase Justification:

This request is to provide for the three raw water and five air release valves at the Duck Creek Wastewater Treatment Plant that were installed during the plant's expansion project in 2002-2006 and have reached the end of their useful lives, requiring extensive maintenance to remain operational. Replacement of these existing valves with new, identical valves will ensure continued, dependable plant operations and proper integration with current equipment.

Evaluation:

Municipal Valve and Equipment Co., Inc. is being awarded as a Sole Source based on being the exclusive distributor for Val-Matic and M&H Valve Company. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Municipal Valve and Equipment Co., Inc	All	\$545,822.00
	TOTAL:	\$545,822.00

Basis for Award:

Sole Source

Purchase Requisition #:

51470

Fiscal Impact

Total Project/Account: \$12,075,099
Expended/Encumbered to Date (Including this Item): \$11,010,146
Proposed Balance: \$1,064,953
Account #: 235-4239-3402700-9007

Fund/Dept/Project Description and Comments:

Wastewater CIP / Duck Creek WWTP Replacements & Improvements Program

Attachments

Fiscal Impact Report

Budget Type: CIP
Fiscal Year: 2024
Document Location: 2024 Prop. CIP - Page 255

Budget Director Approval: Allyson Bell Steadman **Approval Date:** 05/03/2024
Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 05/01/2024

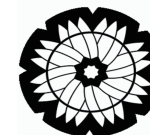
Fiscal Impact Report - CIP Project Appropriation by Fund and Project Number

		<u>Total Appropriation</u>	<u>Actual & Encumbered to Date</u>	<u>Available Budget</u>
FUND	230			
<u>PROJECT #</u>	0034027	7,846,724.00	7,315,095.23	531,628.77

If a PR has NOT been entered into Cayenta prior to calculating the Fiscal Impact, subtract the amount of the PR from the Available Remaining Balance to get an accurate balance for the Fiscal Impact on the Agenda Item.

If the PR is encumbering a different amount from the Final Amount Awarded, subtract the difference of the Final Amount Awarded and the PR that is entered into Cayenta from the Available Remaining Budget to get an accurate balance for the Fiscal Impact on the Agenda Item.

Contact the Budget & Research Department at Budget@garlandtx.gov or Your Department's Assigned Budget Analyst for Questions about this Report AND if the Report Yields a Negative Available Remaining Budget Amount.



GARLAND



GARLAND
PURCHASING REPORT

City Council Regular Session

2. b.

Meeting Date: 05/21/2024

Item Title: Construction Management Service for Duck Creek Wastewater Treatment Plant Upgrades

Submitted By: Michael Brinkmann, Managing Director

Bid Number: 0934-24

Purchase Justification:

This request is to provide construction management and inspection services at the Duck Creek Wastewater Treatment Plant during the construction of the Filter Rehabilitation & UV Conversion project. Carollo Engineers, Inc. will provide comprehensive construction administration and management services for the project's duration. They will act as the construction manager and liaison between the construction contractor and the City, conducting progress meetings, coordinating project deliverables, and directing regular on-site construction inspections. An owner contingency is included for any additional work or materials that may be required.

Evaluation:

Carollo Engineers, Inc. was selected as the Most Qualified firm for this project from RFQ 0712-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Carollo Engineers, Inc.	All	\$1,369,337.00
Owner's Contingency		413,532.00
	TOTAL:	\$1,782,869.00

Basis for Award:

Most Qualified

Purchase Requisition #:

51486

Fiscal Impact

Total Project/Account: \$42,118,000*

Expended/Encumbered to Date (Including this Item): \$40,538,945

Proposed Balance: \$1,579,055

Account #: 230-4239-3404200-7101

Fund/Dept/Project Description and Comments:

Wastewater CIP / Duck Creek WWTP Cloth Filter & UV Disinfection Program

* This project will continue into 2025, and additional Commercial Paper will be requested in 2025, as presented in the 2024 CIP, for the completion of the project.

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Page 257

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/01/2024



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. c.

Meeting Date: 05/21/2024

Item Title: White Drive, Armstrong Drive, Glynn Drive, and Pecos Street Wastewater Replacement

Submitted By: Michael Brinkmann, Managing Director

Bid Number: 0618-24

Purchase Justification:

This request is to provide construction services for the White Drive, Armstrong Drive, Glynn Drive, and Pecos Street Wastewater Replacement project. This includes replacement of 5,400 linear feet of 8-inch (8") and 10-inch (10") wastewater main replacement, including manholes and service laterals. The project also includes approximately 1,300 square yards, 6-inch (6") concrete alley paving replacement and approximately 900 square yards of street, driveway, and sidewalk replacements. An owner's contingency is included for any additional work or materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Seven (7) bids were received and evaluated with Trinity Miller Utility and Construction, LLC submitting the Straight Low Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Trinity Miller Utility and Construction, LLC	All	\$1,563,596.50
Owner's Contingency		188,000.00
	TOTAL:	\$1,751,596.50

Basis for Award:

Straight Low Bid

Purchase Requisition #:

51034

Fiscal Impact

Total Project/Account: \$17,603,588
Expended/Encumbered to Date (Including this Item): \$15,378,648
Proposed Balance: \$2,224,940
Account #: 230-4149-3214900-9305

Fund/Dept/Project Description and Comments:

Wastewater CIP / Collection Mains Program

Attachments

Bid Recap

Budget Type: CIP
Fiscal Year: 2024
Document Location: 2024 Prop. CIP - Page 241

Budget Director Approval:	Allyson Bell Steadman	Approval Date:	05/03/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	05/03/2024

CITY OF GARLAND - BID RECAP SHEET OPENED: 03/26/2024 REQ. NO. PR 51034 BID NO. 0618-24 PAGE: 1 of 2 BUYER: L. Segura			Trinity Miller Utility and Construction, LLC	Flow-Line Construction, Inc.	A & M Construction and Utilities	Tri-Con Services, Inc.
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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	White Drive, Armstrong Drive, Glynn Drive, and Pecos St. Wastewater Replacement		\$1,563,596.50		\$1,626,024.00		\$1,782,304.00		\$1,792,600.00
TOTAL GROSS PRICE					\$1,563,596.50		\$1,626,024.00		\$1,782,304.00		\$1,792,600.00
CASH DISCOUNT											
TOTAL NET PRICE					\$1,563,596.50		\$1,626,024.00		\$1,782,304.00		\$1,792,600.00
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED
DELIVERY											

NEXT LOW: \$1,626,024.00
LOW: \$1,563,596.50
SAVINGS: \$62,427.50

- 1444 # IonWave Notifications
- 243 # IonWave HUBS
- 0 # Direct Contact HUBS
- 3 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.

CITY OF GARLAND - BID RECAP SHEET
 OPENED: 03/26/2024
 REQ. NO. PR 51034
 BID NO. 0618-24
 PAGE: 2 of 2
 BUYER: L. Segura

J & L Construction, LLC

Western Municipal
 Construction of Texas LLC

Canary Construction, Inc.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	White Drive, Armstrong Drive, Glynn Drive, and Pecos St. Wastewater Replacement		\$1,826,298.00		\$1,826,298.00		\$2,366,102.00		
TOTAL GROSS PRICE					\$1,826,298.00		\$1,826,298.00		\$2,366,102.00		
CASH DISCOUNT											
TOTAL NET PRICE					\$1,826,298.00		\$1,826,298.00		\$2,366,102.00		
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED
DELIVERY											

NEXT LOW:	\$1,626,024.00	1444 # IonWave Notifications	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.
LOW:	\$1,563,596.50	243 # IonWave HUBS	
SAVINGS:	\$62,427.50	0 # Direct Contact HUBS	
		3 # HUBS Responded	



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. d.

Meeting Date: 05/21/2024

Item Title: Shredder for the Hinton Landfill

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0791-24

Purchase Justification:

This purchase is for one new Pronar MRW 2.1010g Dual-Shaft Slow Speed Shredder for the Hinton Landfill. An owner's contingency is included for an additional work or materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated with Machinery Partner, Inc. submitting the Straight Low Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Machinery Partner, Inc.	All	\$963,845.00
Owner's Contingency		14,500.00
	TOTAL:	\$978,345.00

Basis for Award:

Straight Low Bid

Purchase Requisition #:

51254

Fiscal Impact

Total Project/Account:

\$1,253,000

Expended/Encumbered to Date (Including this Item): \$978,345

Proposed Balance:

\$274,655

Account #:

635-1609-1717600-9007

Fund/Dept/Project Description and Comments:

Landfill/Transfer Station CIP / New Landfill Equipment

Attachments

Bid Recap

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Page 209

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/02/2024

CITY OF GARLAND - BID RECAP SHEET
 OPENED: April 18, 2024
 REQ. NO PR
 BID NO 0791-24
 PAGE: 1 of 1
 BUYER: Teresa Smith

Machinery Partner, Inc.

Rotochopper

Vermeer Equipment of Texas

Brabandt Equipment Corp.

Sun Machinery Co.

Technology International, Inc.

ITEM	QTY	UNIT	DESCRIPTION	Machinery Partner, Inc.		Rotochopper		Vermeer Equipment of Texas		Brabandt Equipment Corp.		Sun Machinery Co.		Technology International, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	ea.	Price of Shredder		\$914,942.00		\$1,112,700.00		\$1,064,734.00		\$1,137,701.73		\$1,188,607.33		\$1,644,600.00
									Non-Responsive		Non-Responsive		Non-Responsive		Non-Responsive
2	1	ea.	Three (3) Year Warranty		\$30,665.00		\$45,050.00								
3	1	ea.	Two (2) Service Contract		\$18,238.00		\$67,895.00								
TOTAL GROSS PRICE					\$963,845.00		\$1,225,645.00								
CASH DISCOUNT															
TOTAL NET PRICE					\$963,845.00		\$1,225,645.00								
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED
DELIVERY															

NEXT LOW: \$1,225,645.00
 LOW: \$963,845.00
 SAVINGS: \$261,800.00

425 # IonWave Notifications
 65 # IonWave HUBS
 0 # Direct Contact HUBS
 0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. e.

Meeting Date: 05/21/2024

Item Title: GP&L Spencer Plant CT Wastewater Transportation and Disposal

Submitted By: David Bernard, GP&L Production
Services Director

Bid Number: 0145-24

Purchase Justification:

The purpose of this bid is for change order No. 1 to Purchase Order 36030 Spencer CT Wastewater Transportation and Disposal. This change order is needed to cover wastewater disposal amounts that are greater than originally anticipated.

Evaluation:

United Rentals was awarded the original PO 36030 in the amount of \$173,773.60 on February 27, 2024. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
United Rentals	All	\$116,947.28
	TOTAL:	\$116,947.28

Basis for Award:

Change Order

Purchase Requisition #:

51382

Fiscal Impact

Total Project/Account: \$3,432,354*
Expended/Encumbered to Date (Including this Item): \$2,616,499
Proposed Balance: \$815,855
Account #: 211-3456-7111

Fund/Dept/Project Description and Comments:

Electric Utility Fund / GP&L Production

*Additional funding will be requested with FY 2023-24 Budget Amendment #3 scheduled for City Council's review on May 20, 2024, and approval on June 4, 2024.

Budget Type:

Operating Budget

Fiscal Year:

2023-24

Document Location:

Page 241

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/01/2024



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. f.

Meeting Date: 05/21/2024
Item Title: Comprehensive Plan Update
Submitted By: Will Guerin, Planning Director
Bid Number: 0916-24

Purchase Justification:

This request is for the Comprehensive Plan Update, as discussed during the May 6, 2024 City Council Work Session.

Evaluation:

Verdunity will be performing the contract as a professional service. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Verdunity	All	\$567,575.00
	TOTAL:	\$567,575.00

Basis for Award: Most Qualified
Purchase Requisition #: 51466

Fiscal Impact

Total Project/Account: \$1,499,102
Expended/Encumbered to Date (Including this Item): \$1,033,525
Proposed Balance: \$465,577 *
Account #: 104-1521-7101

Fund/Dept/Project Description and Comments:

Economic Development Fund

* The Comprehensive Plan Update will continue in FY 2024-25. Continuation funding for the plan update will be included as part of the FY 2024-25 Budget.

Budget Type: Operating Budget
Fiscal Year: 2023-24
Document Location: Page 211

Budget Director Approval: Allyson Bell Steadman **Approval Date:** 05/09/2024
Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 05/07/2024



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. g.

Meeting Date: 05/21/2024

Item Title: Replacement Front Loader Chassis for Sanitation

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0949-24

Purchase Justification:

This purchase is for four (4) replacement 2024 Autocar ACX64 Front End Loader Chassis for the Sanitation Department.

Evaluation:

The Front End Loader Chassis are available from Chastang Enterprises, Inc. through the BuyBoard Cooperative Purchasing Contract 723-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Chastang Enterprises, Inc.	All	\$844,032.00
	TOTAL:	\$844,032.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

51507

Fiscal Impact

Total Project/Account:

\$3,282,692

Expended/Encumbered to Date (Including this Item): \$3,319,217

Proposed Balance:

\$(36,525) *

Account #:

246-4319-2107500-9007

Fund/Dept/Project Description and Comments:

Miscellaneous Revenue-Supported CIP / Sanitation / Replacement of Front-Load Trucks

* Interest earnings generated in the Sanitation CIP Fund will be applied to the project for the purchase of equipment approved in the 2024 CIP.

Attachments

Units being replaced

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Page 188

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/03/2024

Units being replaced:		MILES	HOURS
430-2154	2019 Mack MRU613 Front Loader		7,884
430-2156	2018 Mack MRU613 Front Loader		9,443
430-2197	2020 Mack TE64 Front Loader		9,973
430-2211	2020 Autocar ACX64 Front Loader		2,732



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. h.

Meeting Date: 05/21/2024

Item Title: Plumbing Service, Repairs, and Replacements

Submitted By: Amanda Harris, Business Operations
Supervisor

Bid Number: 0532-23

Purchase Justification:

This request is for approval to increase the funding for the existing blanket purchase order awarded to United Mechanical for plumbing repair. Due to unforeseen circumstances, our current funding of \$150,000 has been depleted, and an additional \$50,000 in funds are necessary to fulfill ongoing obligations. The increased funding will ensure continuity of essential services and support the completion of critical projects. This increase will apply to the subsequent remaining optional renewals.

Evaluation:

United Mechanical was awarded the original Purchase Order BL 9415 with four (4) optional renewals in the amount of \$150,000 at the May 16, 2023 City Council Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
United Mechanical	All	\$50,000.00
	TOTAL:	\$50,000.00

Basis for Award:

Change Order

Purchase Requisition #:

51407

Fiscal Impact

Total Project/Account:

N/A

Expended/Encumbered to Date (Including this Item):

N/A

Proposed Balance:

N/A

Account #:

451-6999

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to Facilities Management's Building Services accounts as incurred.

Budget Type:

Operating Budget

Fiscal Year:

2023-24

Document Location:

Page 309

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/03/2024



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. i.

Meeting Date: 05/21/2024

Item Title: Replacement Side, Front, and Rear Loader Bodies for Sanitation Trucks

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0946-24

Purchase Justification:

This purchase is for three (3) replacement Labrie 22 Yd. Automizer Side Loader Bodies, two (2) replacement Leach 2R-III Rear Loader Bodies, and four (4) replacement Wittke Starlight 40 Cu. Yd. Front Loader Bodies to be mounted on replacement chassis for the Sanitation Department.

Evaluation:

The Side, Front, and Rear Loader Bodies are available from Reliance Truck and Equipment through the BuyBoard Cooperative Purchasing Contract 686-22. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Reliance Truck and Equipment	All	\$1,540,597.92
	TOTAL:	\$1,540,597.92

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

51506

Fiscal Impact

Total Project/Account:

\$13,874,056

Expended/Encumbered to Date (Including this Item):

\$10,194,260

Proposed Balance:

\$3,679,796

Account #:

Various

Fund/Dept/Project Description and Comments:

Miscellaneous Revenue-Supported CIP / Sanitation Equipment:

Replacement of Side-Load Residential Trucks	246-4319-2106800-9007	\$388,863
Replacement of Recycling Trucks	246-4319-2106900-9007	194,432
Replacement of Rear-Load Brush Trucks	246-4319-2107100-9007	253,556
Replacement of Front-Load Trucks	246-4319-2107500-9007	703,747
Total		\$1,540,598

Attachments

Units being replaced

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Pages 185-188

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/03/2024

Units being replaced:		MILES	HOURS
430-2154	2019 Mack MRU613 Front Loader		7,884
430-2156	2018 Mack MRU613 Front Loader		9,443
430-2197	2020 Mack TE64 Front Loader		9,973
430-2211	2020 Autocar ACX64 Front Loader		2,732
430-2140	2019 Crane Carrier LET2-30 Side Loader		8,019
430-2141	2019 Crane Carrier LET2-30 Side Loader		7,415
430-1946	2019 Crane Carrier LET2-30 Side Loader		8,149
430-1586	2016 Crane Carrier LET2-30 Rear Loader		10,769
430-1587	2016 Crane Carrier LET2-30 Rear Loader		11,445



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. j.

Meeting Date: 05/21/2024
Item Title: Two (2) Fire Trucks for the Garland Fire Department
Submitted By: Garth Sanich, Director of Fleet Services
Bid Number: 0957-24

Purchase Justification:

This purchase is for one (1) replacement Pierce Velocity Aerial Truck and one (1) Pierce Velocity Pumper Truck for the Garland Fire Department.

Evaluation:

The Fire Trucks are available from Siddons-Martin Emergency Group, LLC through the BuyBoard Cooperative Purchasing Contract 651-21. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Siddons-Martin Emergency Group, LLC	All	\$3,454,911.00
	TOTAL:	\$3,454,911.00

Basis for Award: Cooperative Purchase
Purchase Requisition #: 51505

Fiscal Impact

Total Project/Account: \$14,264,327 *
Expended/Encumbered to Date (Including this Item): \$9,786,320
Proposed Balance: \$4,478,007
Account #: 691-1399-1205826-9009

Fund/Dept/Project Description and Comments:

Public Safety CIP / Replace Fire Apparatus

* The two Fire trucks are not anticipated for delivery until 2026. The 2024 CIP includes future funding for Fire Apparatus replacement.

Attachments

Units being replaced

Budget Type: CIP
Fiscal Year: 2024
Document Location: 2024 Prop. CIP - Page 142

Budget Director Approval: Allyson Bell Steadman **Approval Date:** 05/03/2024
Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 05/03/2024

Units being replaced:		MILES	HOURS
130-0457	2013 Pierce Arrow XT 75		8,930



GARLAND
PURCHASING REPORT

City Council Regular Session

2. k.

Meeting Date: 05/21/2024

Item Title: Replacement Side and Rear Loader Chassis for Sanitation

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0926-24

Purchase Justification:

This purchase is for three (3) 2025 Battle Motors LET2 Side Loader Cab Chassis and two (2) 2025 Battle Motors LET2 Rear Loader Cab Chassis to be replacement units for the Sanitation Department.

Evaluation:

The Side and Rear Loader Chassis are available from Bond Equipment Co., Inc. through BuyBoard Cooperative Purchasing Contract 0723-23. The purchase includes \$37,304 in unpublished options that are being provided and installed by Bond Equipment Co., Inc. during assembly. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Bond Equipment Co., Inc.	All	\$1,089,539.00
	TOTAL:	\$1,089,539.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

51457

Fiscal Impact

Total Project/Account: \$10,591,364

Expended/Encumbered to Date (Including this Item): \$10,580,052

Proposed Balance: \$11,312

Account #: Various

Fund/Dept/Project Description and Comments:

Miscellaneous Revenue-Supported CIP / Sanitation Equipment:

Replacement of Side-Load Residential Trucks	246-4319-2106800-9007	\$421,034
Replacement of Recycling Trucks	246-4319-2106900-9007	207,317
Replacement of Rear-Load Brush Trucks	246-4319-2107100-9007	461,188
	Total	\$1,089,539

Attachments

Bid Evaluation Summary 0926-24

Units being replaced

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Pages 185-187

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/03/2024



GARLAND

PROCUREMENT

BID EVALUATION SUMMARY

DATE: April 28, 2024

PR#: 51457

BID #: 0926-24

AWARD BASIS: Cooperative Agreement

EVALUATION: The Side and Rear Loader Chassis are available from Bond Equipment Co., Inc. through the BuyBoard Cooperative Purchasing Contract 0723-23. The purchase includes \$37,304.00 in unpublished options that are being provided and installed by Bond Equipment Co., Inc. during assembly. As competitive bids were not received, a Bid Recap is not included.

AWARD AMOUNT: \$1,089,539.00

Vendor(s)	Item(s)	Amount
Bond Equipment Co., Inc.	All	\$1,089,539.00
	Total:	\$1,089,539.00

PROCUREMENT REPRESENTATIVE: Teresa Smith, Purchasing Manager

DEPARTMENT REPRESENTATIVE: Johnny Burkett, Fleet Services

ATTACHMENTS: None

Units being replaced:		MILES	HOURS
430-2140	2019 Crane Carrier LET2 Side Loader		8,019
430-2141	2019 Crane Carrier LET2 Side Loader		7,415
430-1946	2019 Crane Carrier LET2 Side Loader		8,143
430-1586	2016 Crane Carrier LET2 Rear Loader		10,749
430-1587	2016 Crane Carrier LET2 Rear Loader		11,445



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. I.

Meeting Date: 05/21/2024

Item Title: One (1) New Excavator for the Hinton Landfill

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0950-24

Purchase Justification:

This purchase is for one (1) new Case CX220E STD LC Excavator for the Hinton Landfill.

Evaluation:

The Excavator is available from ASCO Equipment through the Sourcewell Cooperative Purchasing Contract 11723CNH. The purchase includes \$79,950 in unpublished options that are being provided and installed by ASCO Equipment. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
ASCO Equipment	All	\$277,000.00
	TOTAL:	\$277,000.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

51516

Fiscal Impact

Total Project/Account:

\$1,253,000

Expended/Encumbered to Date (Including this Item): \$1,255,345

Proposed Balance:

\$(2,345) *

Account #:

635-1609-1717600-9007

Fund/Dept/Project Description and Comments:

Landfill/Transfer Station CIP / New Landfill Equipment

* The transfer from the Landfill Sinking Fund will be increased by \$2,345 for the purchase of new landfill equipment approved in the 2024 CIP.

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Page 209

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/03/2024



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. m.

Meeting Date: 05/21/2024

Item Title: Term Contract for Raised Pavement Markers

Submitted By: Paul Luedtke, Transportation Director

Bid Number: 0645-24

Purchase Justification:

This request is to provide the installation of raised pavement markers on streets for the purpose of designating travel lanes throughout the City. This approval is a term agreement with four (4) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated with Road Master Striping LLC submitting the Straight Low Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Road Master Striping LLC	All	\$393,045.00
	TOTAL:	\$393,045.00

Basis for Award:

Straight Low Bid

Purchase Requisition #:

51078

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date (Including this Item): N/A
Proposed Balance: N/A
Account #: 451-6999

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to Transportations' accounts as incurred.

Attachments

Bid Recap

Budget Type: Operating Budget
Fiscal Year: 2023-24
Document Location: Page 118

Budget Director Approval:	Allyson Bell Steadman	Approval Date:	05/03/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	05/03/2024

CITY OF GARLAND - BID RECAP SHEET OPENED: 4/23/24 REQ. NO. 51078 BID NO. 0645-24 PAGE: 1 of 1 BUYER: A. Arellano			Road Master Striping LLC	Pace Construction Services	Traffic Highway Maintenance	
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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	LT	Term Contract for Raised Pavement Marker Installation	\$393,045.00	\$393,045.00	\$393,615.00	\$393,615.00	\$848,202.50	\$848,202.50		

TOTAL GROSS PRICE			\$393,045.00	\$393,615.00	\$848,202.50
CASH DISCOUNT					
TOTAL NET PRICE			\$393,045.00	\$393,615.00	\$848,202.50
F.O.B.			DELIVERED	DELIVERED	DELIVERED
DELIVERY					

NEXT LOW:	\$393,615.00	280 # IonWave Notifications	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
LOW:	\$393,045.00	46 # IonWave HUBS	
SAVINGS:	\$570.00	6 # Direct Contact HUBS	
		1 # HUBS Responded	



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. n.

Meeting Date: 05/21/2024

Item Title: GP&L Holford Switch Station Materials

Submitted By: Steve Martin, GP&L Transmission
Director

Bid Number: 0730-24

Purchase Justification:

The purpose of this bid is for the purchase of materials needed for the construction of the GP&L Holford Switch Station. This is part of the approved GP&L Holford Switch Station CIP project. An owner's contingency has been included for any unforeseen material items needed.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated. KBS Electrical Distributors Inc. and Texas Electric Cooperatives, Inc. did not provide pricing on the control cable portion of the bid and were deemed non-responsive. Techline, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Techline, Inc.	All	\$695,462.82
Owner's Contingency		\$139,537.18
	TOTAL:	\$835,000.00

Basis for Award:

Best Value

Purchase Requisition #:

51189

Fiscal Impact

Total Project/Account: \$12,425,000
Expended/Encumbered to Date (Including this Item): \$7,322,645
Proposed Balance: \$5,102,355
Account #: 210-3799-3177701-6051

Fund/Dept/Project Description and Comments:
 Electric CIP / Substations Upgrades Program

Attachments

Bid Recap

Budget Type: CIP
Fiscal Year: 2024
Document Location: Prop. 2024 CIP - Page 278

Budget Director Approval: Allyson Bell Steadman **Approval Date:** 05/03/2024
Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 05/01/2024

CITY OF GARLAND - BID RECAP SHEET
OPENED: April 9, 2024
REQ. NO. PR 51189
BID NO. 0730-24
PAGE: 1 of 1
BUYER: Teresa Smith

Techline Inc.

KBS Electrical Distributors,
 Inc.

Texas Electric Cooperatives,
 Inc.

ITEM	QTY	UNIT	DESCRIPTION	Techline Inc.		KBS Electrical Distributors, Inc.		Texas Electric Cooperatives, Inc.		Other	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	Price for Evaluation		\$695,462.82		\$501,387.94		\$714,581.65		
							Non-Responsive		Non-Responsive		
TOTAL GROSS PRICE					\$695,462.82						
CASH DISCOUNT											
TOTAL NET PRICE					\$695,462.82						
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED
DELIVERY											

NEXT LOW:
LOW: _____
SAVINGS: \$0.00

346 # IonWave Notifications
 32 # IonWave HUBS
 7 # Direct Contact HUBS
 0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. o.

Meeting Date: 05/21/2024

Item Title: GP&L Wynn Joyce Pole Replacement Materials

Submitted By: Steve Martin, GP&L Transmission
Director

Bid Number: 0471-24

Purchase Justification:

The purpose of this bid is for the purchase of transmission line materials needed for the upgrade of wood to steel structures on the Wynn Joyce transmission line. This is part of the approved Wynn Joyce Pole Replacement CIP project. An owner's contingency has been included for any unforeseen material items needed.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated. KBS Electrical Distributors did not meet the specifications for some items. Irby Utilities did not meet the project timeline for some items. KBS Electrical Distributors and Texas Electric Cooperatives Inc. are qualified bidders, quoted all items, met all requirements of the specifications for their recommended items, and are recommended as the Lowest Responsible Bidders.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
KBS Electrical Distributors	Split	\$271,985.68
Texas Electric Cooperatives, Inc.	Split	\$164,142.75
Owners Contingency		\$65,419.26
	TOTAL:	\$501,547.69

Basis for Award:

Lowest Responsible Bid

Purchase Requisition #:

50828

Fiscal Impact

Total Project/Account:

\$3,300,000

Expended/Encumbered to Date (Including this Item):

\$3,157,257

Proposed Balance:

\$142,743

Account #:

215-3599-3137601-6051

Fund/Dept/Project Description and Comments:

Electric CIP / Transmission Lines Program

Attachments

Bid Recap

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Page 272

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/01/2024

CITY OF GARLAND - BID RECAP SHEET OPENED: 2/27/24 REQ. NO. 50828 BID NO. 0471-24 PAGE: 1 of 1 BUYER: Sheldon Slover	KBS Electrical Distributors, Inc.	Irby Utilities	Texas Electrical Cooperatives, Inc.	Anixter, Inc.	Techline, Inc
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ITEM	QTY	UNIT	DESCRIPTION	KBS Electrical		Irby Utilities		Texas Electrical		Anixter, Inc.		Techline, Inc	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	LT	Total Bid Price for Evaluation		\$410,215.23		\$464,496.34		\$480,019.87		\$517,601.75		\$566,020.26
TOTAL GROSS PRICE					\$410,215.23		\$464,496.34		\$480,019.87		\$517,601.75		\$566,020.26
CASH DISCOUNT													
TOTAL NET PRICE					\$410,215.23		\$464,496.34		\$480,019.87		\$517,601.75		\$566,020.26
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY													

NEXT LOW: _____
LOW: _____
SAVINGS: \$0.00

346 # IonWave Notifications
 32 # IonWave HUBS
 # Direct Contact HUBS
 0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



GARLAND
PURCHASING REPORT

City Council Regular Session

2. p.

Meeting Date: 05/21/2024

Item Title: GP&L Holford Switch Station to Campbell Switch Station Steel Structures

Submitted By: Steve Martin, GP&L Transmission
Director

Bid Number: 0774-24

Purchase Justification:

The purpose of this bid is for the purchase of steel structures and associated materials needed for the construction of the Holford Switch Station to Campbell Switch Station transmission line. This is part of the approved Holford 138kV Line Loop Addition CIP project. An owner's contingency has been included for any unforeseen material items needed.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Seven (7) bids were received and evaluated. Texas Electric Cooperatives, Inc. and Anixter, Inc. submitted incomplete bids and are deemed non-responsive. Grid Structures is considered non-responsible due to poor past performance. KBS Electrical Distributors, Inc. is a qualified bidder, quoted all items, and met all requirements of the specifications and is recommended as the Lowest Responsible Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
KBS Electrical Distributors, Inc.	All	\$948,664,.95
Owner's Contingency		190,335.05
	TOTAL:	\$1,139,000.00

Basis for Award:

Lowest Responsible Bid

Purchase Requisition #:

51252

Fiscal Impact

Total Project/Account:

\$6,000,000

Expended/Encumbered to Date (Including this Item):

\$3,723,941

Proposed Balance:

\$2,276,059

Account #:

215-3599-3144301-6051

Fund/Dept/Project Description and Comments:

Electric CIP - GP&L Transmission Lines Program

Attachments

Bid Recap

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Page 272

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

04/26/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/26/2024

CITY OF GARLAND - BID RECAP SHEET

OPENED: April 16, 2024

REQ. NO. PR 51252

BID NO. 0774-24

PAGE: 1 of 2

KBS Electrical Distributors, Inc.

Klute Inc. Steel Fabrication

Small Composites LLC

Techline, Inc.

ITEM	QTY	UNIT	DESCRIPTION	KBS Electrical Distributors, Inc.		Klute Inc. Steel Fabrication		Small Composites LLC		Techline, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Price for Evaluation		\$948,664.95		\$1,056,234.00		\$1,057,420.00		\$1,141,505.00
TOTAL GROSS PRICE				\$948,664.95	\$948,664.95	\$1,056,234.00	\$1,056,234.00	\$1,057,420.00	\$1,057,420.00	\$1,141,505.00	\$1,141,505.00
CASH DISCOUNT											
TOTAL NET PRICE				\$948,664.95	\$948,664.95	\$1,056,234.00	\$1,056,234.00	\$1,057,420.00	\$1,057,420.00	\$1,141,505.00	\$1,141,505.00
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

NEXT LOW: \$1,056,234.00
LOW: \$948,664.95
SAVINGS: \$107,569.05

349 # IonWave Notifications
 33 # IonWave HUBS
 2 # Direct Contact HUBS
 0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.

CITY OF GARLAND - BID RECAP SHEET

OPENED: April 16, 2024

REQ. NO. PR 51252

BID NO. 0774-24

PAGE: 2 of 2

Texas Electric Cooperatives, Inc.

Grid Structures

Anixter Inc.

I T E M	QTY	U N I T	DESCRIPTION								
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Price for Evaluation		\$806,020.00		\$929,144.00		\$946,673.00		
					Non-Responsive		Non-Responsive		Non-Responsive		
			TOTAL GROSS PRICE								
			CASH DISCOUNT								
			TOTAL NET PRICE								
			F.O.B.								
			DELIVERY								
				DELIVERED		DELIVERED		DELIVERED		DELIVERED	

NEXT LOW: \$1,056,234.00
LOW: \$948,664.95
SAVINGS: \$107,569.05

349 # IonWave Notifications
 33 # IonWave HUBS
 2 # Direct Contact HUBS
 0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. q.

Meeting Date: 05/21/2024

Item Title: Northwood and Lakewood Alley Wastewater Improvements

Submitted By: Michael Brinkmann, Managing Director

Bid Number: 0475-24

Purchase Justification:

This request is to install approximately 1,790 linear feet of existing wastewater line, construction of 516 linear feet of 10" wastewater main, construction of 895 linear feet of 8" wastewater main, the removal and replacement of 1,600 square yards of concrete alley paving and all incidentals in the alley between Alamo Street and Melrose Lane along North Glenbrook Drive.

Also, installing approximately 3,450 linear feet of existing wastewater line, construction of 38 linear feet of 12" wastewater main, construction of 4,175 linear feet of 8" wastewater main, 83 linear feet of 8" wastewater main by bore, the removal and replacement of 588 square yards of asphalt street paving and all incidentals between North Garland Avenue and Brookside Drive along Walnut Street. An owner contingency is included for any additional work or materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated with Trinity Miller Utility and Construction, LLC submitting the Straight Low Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Trinity Miller Utility and Construction, LLC	All	\$1,670,371.75
Owner's Contingency		170,000.00
	TOTAL:	\$1,840,371.75

Basis for Award:

Straight Low Bid

Purchase Requisition #:

50823

Fiscal Impact

Total Project/Account: \$16,520,000
Expended/Encumbered to Date (Including this Item): \$15,121,587
Proposed Balance: \$1,398,413
Account #: 230-4149-3219000-9305

Fund/Dept/Project Description and Comments:

Wastewater CIP / Rehab Sewer Collection Mains in Dirty Alleys Program

Attachments

Bid Recap

Budget Type: CIP
Fiscal Year: 2024
Document Location: 2024 Prop. CIP - Page 250

Budget Director Approval: Allyson Bell Steadman **Approval Date:** 05/03/2024
Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 05/01/2024



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. r.

Meeting Date: 05/21/2024

Item Title: GP&L Holford Switch Station to Campbell Switch Station Transmission Line Materials

Submitted By: Steve Martin, GP&L Transmission
Director

Bid Number: 0623-24

Purchase Justification:

The purpose of this bid is for the purchase of conductor, fiber, and associated materials needed for the construction of the GP&L Holford Switch Station to Campbell Switch Station transmission line. This is part of the approved GP&L Holford 138kV Line Loop Addition CIP project. An owner's contingency has been included for any additional material items that may be needed.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated. KBS Electrical Distributors Inc. failed to provide cutsheets for the alternate bid items and are considered non-responsive. Anixter, Inc. did not meet the project timeline for some items. Techline, Inc. and Texas Electric Cooperatives, Inc. are qualified bidders, quoted all items, met all requirements of the specifications, and are recommended as the Lowest Responsible Bidders.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Techline, Inc.	Split	\$778,760.84
Texas Electric Cooperatives, Inc.	Split	\$336,920.21
Owner's Contingency		\$224,318.95
	TOTAL:	\$1,340,000.00

Basis for Award:

Lowest Responsible Bid

Purchase Requisition #:

51040

Fiscal Impact

Total Project/Account:

\$6,000,000

Expended/Encumbered to Date (Including this Item): \$3,706,941

Proposed Balance:

\$2,293,059

Account #:

215-3599-3144301-6051

Fund/Dept/Project Description and Comments:

Electric CIP / Transmission Lines Program

Attachments

Bid Recap

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

2024 Prop. CIP - Page 272

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/02/2024

CITY OF GARLAND - BID RECAP SHEET

OPENED: March 19, 2024
 REQ. NO. PR 51040
 BID NO. 0623-24
 PAGE: 1 of 1
 BUYER: Teresa Smith

Techline, Inc.

Anixter, Inc.

Texas Electric Cooperatives,
 Inc.

Technology International,
 Inc.

KBS Electrical Distributors,
 Inc.

ITEM	QTY	UNIT	DESCRIPTION	Techline, Inc.		Anixter, Inc.		Texas Electric Cooperatives, Inc.		Technology International, Inc.		KBS Electrical Distributors, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Price for Evaluation		\$1,046,437.99		\$1,083,953.98		\$1,175,096.54		\$1,204,272.87		\$842,218.84
													Non-Responsive
				TOTAL GROSS PRICE	\$1,046,437.99		\$1,083,953.98		\$1,175,096.54		\$1,204,272.87		
				CASH DISCOUNT									
				TOTAL NET PRICE	\$1,046,437.99		\$1,083,953.98		\$1,175,096.54		\$1,204,272.87		
				F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED
				DELIVERY									

NEXT LOW: _____
 LOW: _____
 SAVINGS: \$0.00

316 # IonWave Notifications
 31 # IonWave HUBS
 # Direct Contact HUBS
 0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

3. a.

Meeting Date: 05/21/2024

Title: Z 24-06 Barraza Consulting Group (District 7)

Submitted By: Will Guerin, Planning Director

Issue/Summary

Zoning Ordinance Z 24-06 Barraza Consulting Group

Background

Zoning Case Z 24-06 was approved via public hearing during the May 7, 2024 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

Z 24-06 Ordinance

Z 24-06 Exhibit A

Z 24-06 Exhibit B

Z 24-06 Exhibits C-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 18-41 FOR MIXED USES AND 2) A DETAIL PLAN FOR AN OFFICE, GENERAL USE ON A 5.769-ACRE TRACT OF LAND LOCATED AT 2002 WEST CAMPBELL ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 8th day of April, 2024, the Plan Commission did consider and make recommendations on a certain request for 1) an Amendment to Planned Development (PD) District 18-41 for Mixed Uses and 2) a Detail Plan for an Office, General Use by **Barraza Consulting Group**; and

WHEREAS, The City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

Now, therefore, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, that:

Section 1

The Garland Development Code is hereby amended by approving 1) an Amendment to Planned Development (PD) District 18-41 for Mixed Uses and 2) a Detail Plan for an Office, General Use and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

Section 3

That a violation of this Ordinance shall be a misdemeanor punishable in accordance with Section 10.05 of the Code of Ordinances, City of Garland, Texas.

Section 4

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in Exhibit A. All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

That the terms and provisions of this Ordinance are severable and are governed by Sec. 10.06 of the Code of Ordinances of the City of Garland, Texas.

Section 7

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

FILE NO. Z 24-06

PASSED AND APPROVED this _____ day of _____,
2024.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 24-06

BEING that certain tract of land situated in the P. H. Rice Survey, Abstract No. 1241, in the City of Garland, Dallas County, Texas and being part of that certain called 22.437 acre tract as described in deed to Campbell 190 Partners, LLC, (undivided 60.6383% interest); LDJ Properties, Ltd. (undivided 28.7234% interest); and John D. Gourley (undivided 10.6383% interest), recorded in Document No. 201800009162, of the Official Property Records of Dallas County, Texas (OPRDCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found at the northwest corner of said 22.437 acre tract, and being located on the south right-of-way line of Campbell Road a (variable width right-of-way), and on the east line of Lot 2, Block 1, of Shoal Creek Office Park, an addition to the City of Garland, Dallas County, Texas ,according to Final Plat recorded in Document No. 200600462691 OPRDCT;

THENCE North 89°33'25" East, with said south right-of-way line of Campbell Road, and with the north line of said 22.437 acre tract, a distance of 251.39 feet to a TxDOT monument found for corner at the intersection of said south right-of-way line of Campbell Road, and the southwest right-of-way line of State Highway No. 190 a (variable width right-of-way)

THENCE South 56°21'27" East, with said southwest right-of-way line of State Highway No. 190, and the northeast line of said 22.437 acre tract, a distance of 157.00 feet to a point for corner located in the apron of a concrete headwall;

THENCE South 09°51'04" West, departing the southwest right-of-way line of State Highway No. 190, and over and across said 22.437 acre tract, a distance of 470.35 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner in the approximate center of a ditch, said iron rod

also being located in a north line of Lot 1, Block 1, of Alta Springs Creek, an addition to the City of Garland, Dallas County, Texas according to Final Plat recorded in Document No. 201900162946, OPRDCT, from which a 5/8 inch capped iron rod found bears North $89^{\circ}18'41''$ East, a distance of 41.02 feet;

THENCE South $89^{\circ}18'41''$ West, with said north line of Lot 1, Block 1, a distance of 175.00 feet to a cotton spindle found for corner at the northwest corner of said Lot 1, Block 1;

THENCE South $00^{\circ}41'19''$ East, with the west line of said Lot 1, Block 1, Alta Springs Creek, a distance of 601.44 feet to an "X" cut in concrete found for corner at the southwest corner of said Lot 1, Block 1, and being located in the northeast right-of-way line of Naaman Forest Boulevard (called 82' right-of-way), said "X" also being the beginning of a non-tangent curve to the right,

THENCE in a northwesterly direction with said northeast right-of-way line of Naaman Forest Boulevard, and with said non-tangent curve to the right which has a central angle of $10^{\circ}56'16''$, a radius of 809.00 feet, a chord which bears North $51^{\circ}54'40''$ West, a chord distance of 154.20 feet, for an arc distance of 154.44 feet to the end of said curve, an "X" cut in concrete found for corner at the southwest corner of said 22.437 acre tract;

THENCE North $00^{\circ}40'37''$ West, with the west line of said 22.437 acre tract and the east line of said Shoal Creek Office Park Addition, a distance of 1056.90 feet to the POINT OF BEGINNING, and containing 5.769 acres of land.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 24-06

2002 West Campbell Road

I. Statement of Purpose: The purpose of this Planned Development is to approve an Office, General Use.

II. Statement of Effect: This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations as set forth in Planned Development (PD) District 12-41, Planned Development (PD) District 18-41, Division 4 in Chapter 2 and Chapter 4 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Detail Plan: Development shall be in general conformance with the Detail Plan labeled Exhibit C through Exhibit E. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply.

V. Specific Conditions:

A. Permitted Uses: An Office, General Use shall be permitted.

B. Site Plan: The site layout, building placement, parking and other development proposed shall be in general conformance with the approved Site Plan labeled Exhibit C.

C. Amenities: A bench, trash receptacle street light and bicycle rack shall be provided as reflected in Exhibit C.

D. Outside Storage: No outside storage shall be permitted.

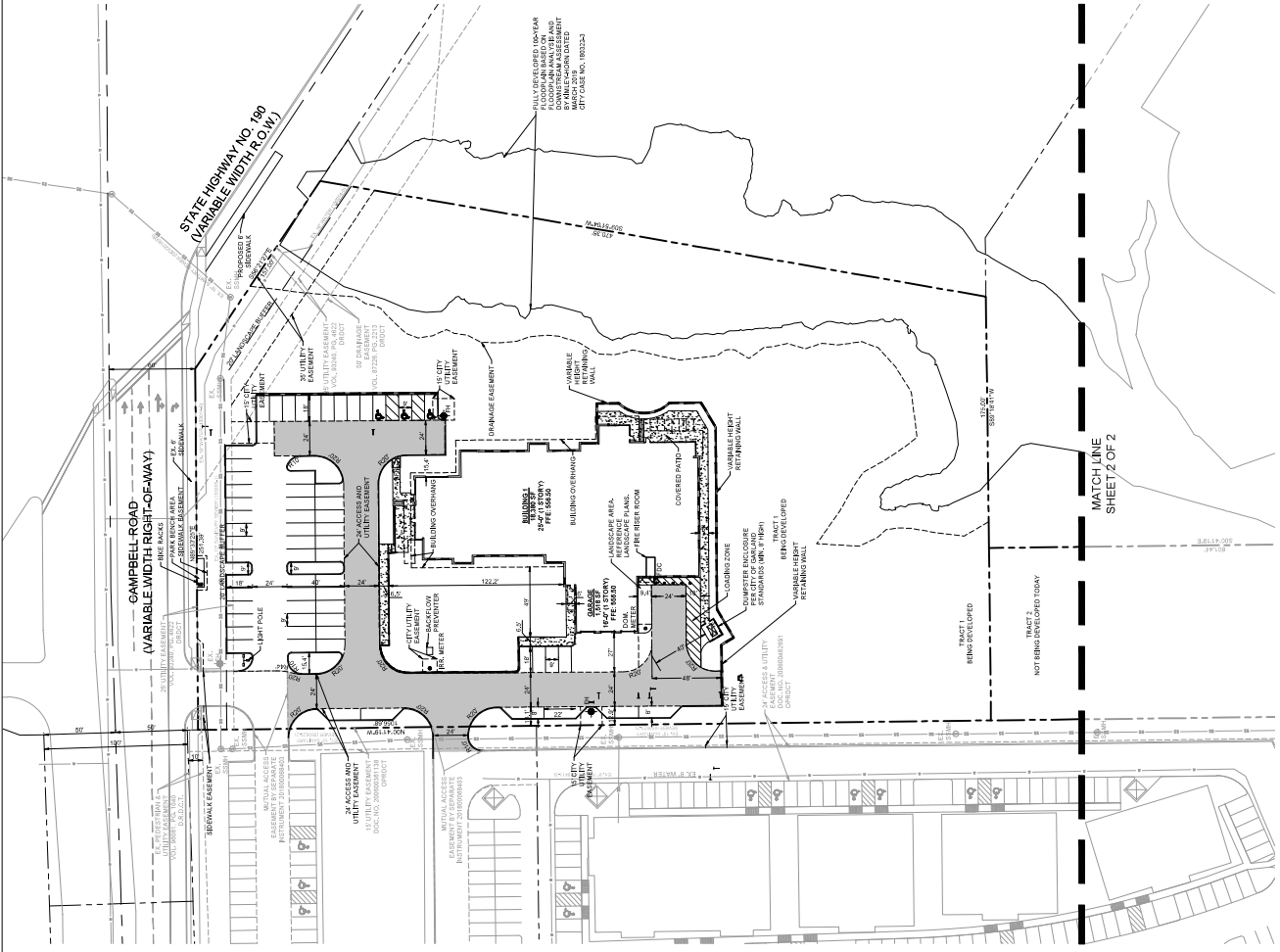
- E. Company Trucks: All company trucks shall be stored inside the garage overnight.
- F. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.
1. Landscaping must be regularly maintained in a healthy, growing condition and in compliance with this PD Ordinance, the Garland Development Code, the Code of Ordinances of the City of Garland, and the landscaping plan attached hereto at all times. The property owner is responsible for regular weeding, mowing of grass, irrigation, fertilizing, pruning, or other maintenance of all plantings as needed. All exposed ground surfaces on or within the premises shall be properly improved, covered with screening or other approved solid material, or protected with a vegetative growth that prevents soil erosion and ameliorates objectionable dust conditions.
 2. Any plant or vegetation that dies must be replaced with another approved plant variety that complies with the approved landscape plan within sixty (60) days after receipt of written notification from the City. In the event the property owner fails to remedy a violation of any landscaping maintenance regulation within sixty (60) days after receipt of written notification from the City, the City may, in addition to any other remedy available by law, withhold future city permits, licenses and/or certificates requested by the property owner for the premises to which such violation applies.
 3. Screening and paving must be regularly maintained in compliance with this PD Ordinance, the Garland Development Code, and the Code of Ordinances of the City of Garland at all times. The property owner is responsible for regular maintenance of all screening and paving as needed. In the event the property owner fails to remedy a violation of any screening or paving maintenance regulation within sixty (60) days after receipt of written

notification from the City, the City may, in addition to any other remedy available by law, withhold future city permits, licenses and/or certificates requested by the property owner for the premises to which such violation applies.

G. Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E.

H. Signage: All signage shall comply with the standards in the Garland Development Code.

EXHIBIT C



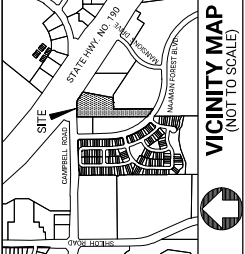
NO.	DATE	REVISION

DETAIL SITE PLAN
CAMPBELL 190
 CITY OF GARLAND, COLLIN COUNTY, TEXAS

BARAZA CONSULTING GROUP, LLC
 801 East Campbell Road
 Suite 500, Irving, TX 75038
 T: 972.233.4400
 F: 972.233.4400

DATE	3/15/2024
DESIGN	JTH
CHECKED	JTH
JTH	

1 OF 2



LEGEND

—	PROPERTY LINE
—	EASEMENT LINE
—	EXISTING SANITARY SEWER AND MANHOLE
—	EXISTING WATER AND FIRE HYDRANT
—	EXISTING GAS LINE
—	EXISTING UNDERGROUND ELECTRIC
—	EXISTING UNDERGROUND ELECTRIC
●	PROPOSED MANHOLE
○	PROPOSED IRRIGATION METER
○	PROPOSED DOMESTIC METER
○	PROPOSED GATE VALVE
○	PROPOSED FIRE HYDRANT ASSEMBLY
○	PROPOSED FIRE LINE
—	PROPOSED RETAINING WALL

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL RADIUS ARE 2' UNLESS SHOWN OTHERWISE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GARLAND STANDARD DETAILS.
4. MINIMUM FIRE LINE WIDTH IS 24" AND A MINIMUM RADIUS OF 20'.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF GARLAND DURING CONSTRUCTION.
6. CONTRACTOR TO CONDUCT EROSION ALONG PROPERTY LINE DURING CONSTRUCTION.

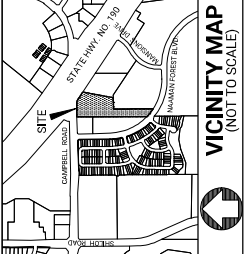
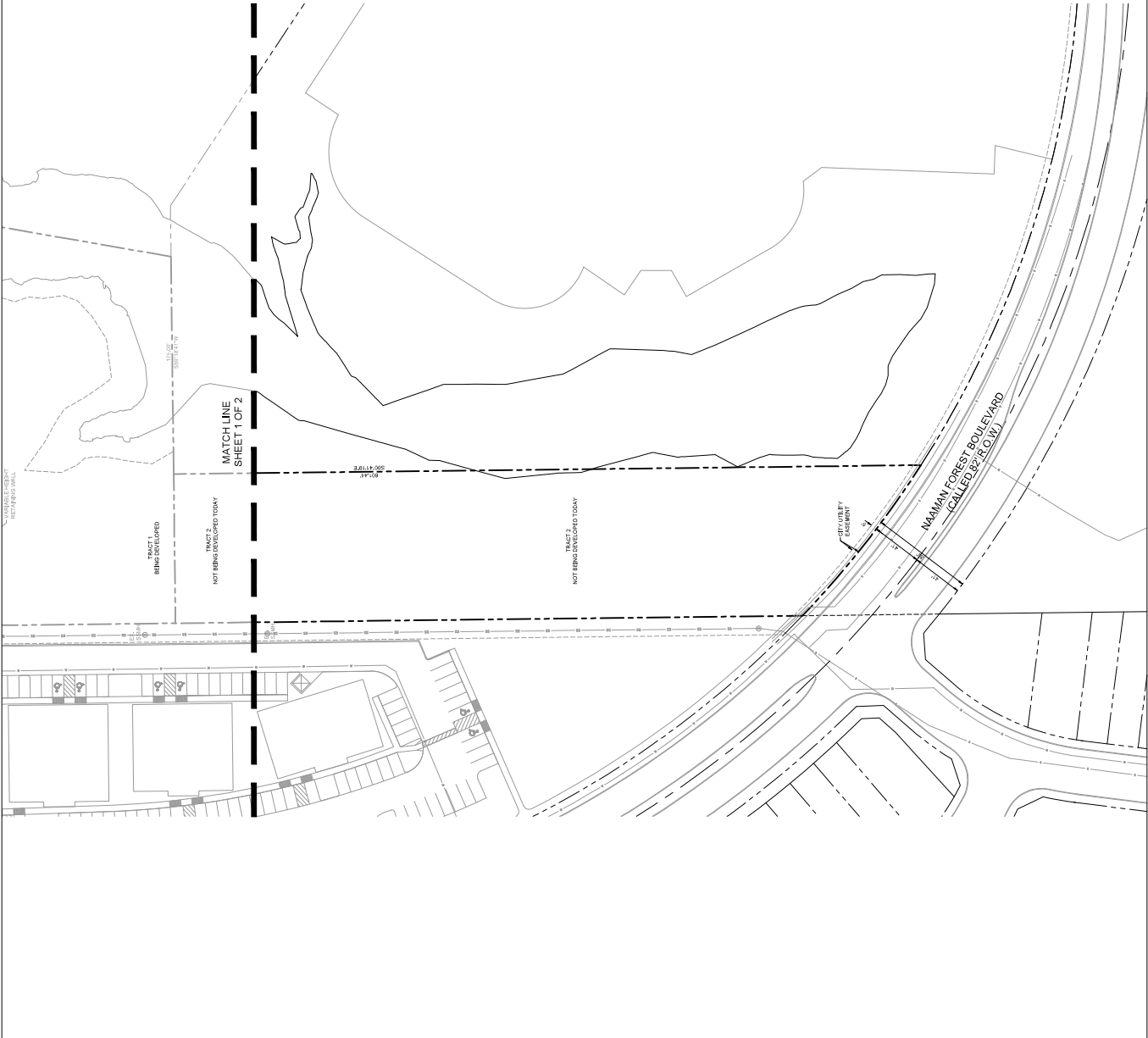
SITE DATA / SITE INFORMATION	
CURRENT USE:	VACANT
PROPOSED USE:	OFFICE
PROPOSED ZONING:	PD 15 (OFFICE)
PROPOSED ZONING:	OFFICE
SITE AREA(SF):	5,769 AC. (251,297 SF)
BUILDING INFORMATION	
BUILDING SF:	1,518 SF
GARAGE SF:	1,518 SF
BUILDING HEIGHT (STORY):	25'-0" (1 STORY)
GARAGE HEIGHT (STORY):	10'-0" (1 STORY)
FLOOR AREA RATIO:	0.26
FLOOR AREA RATIO:	1.0/07
PARKING INFORMATION	
NO. OF SPACES:	62
INCLUDING BALCONIES:	62
ADA REQUIRED:	3
ADA PROVIDED:	3
TOTAL PROVIDED:	62
IMPERVIOUS SURFACE	
PERCENTAGE:	18.94% (10,683 SF)
OPEN SPACE:	18,94% (10,683 SF)
ADA PARKING SHALL BE IN ACCORDANCE WITH ADA STANDARDS	

DETAIL SITE PLAN
 CITY CASE # 240108-1
 5.769 ACRES SITUATED IN THE
 P.H. RICE SURVEY, ABSTRACT NO. 1241
 CITY OF GARLAND
 DALLAS COUNTY, TEXAS

OWNER / APPLICANT
 BARAZA CONSULTING GROUP
 801 E. CAMPBELL ROAD, SUITE 500
 IRVING, TEXAS 75038
 CONTACT: JOHN WELBY
 PHONE: (469) 488-1861

ARCHITECT
 ALLIANCE ARCHITECTS
 1800 N. COLLINS BLVD., SUITE 1000
 IRVING, TEXAS 75038
 CONTACT: ZACH WELBY
 PHONE: (972) 233-1400

EXHIBIT C



LEGEND

PROPERTY LINE	---
EASEMENT LINE	- - - - -
EXISTING SANITARY SEWER AND MANHOLE	●
EXISTING WATER AND FIRE HYDRANT	○
EXISTING STORM SEWER	○
EXISTING UNDERGROUND ELECTRIC	○
EXISTING GAS LINE	○
EXISTING UNDERGROUND ELECTRIC	○
PROPOSED MANHOLE	●
PROPOSED IRRIGATION METER	○
PROPOSED DOMESTIC METER	○
PROPOSED GATE VALVE	○
PROPOSED FIRE DEPARTMENT CONNECTION	○
PROPOSED FIRE HYDRANT ASSEMBLY	○
PROPOSED FIRE LANE	---
PROPOSED RETAINING WALL	▬▬▬▬▬▬

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL RADIUS ARE 2' UNLESS SHOWN OTHERWISE.
3. ALL CONSTRUCTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GARLAND STANDARD DETAILS.
4. MINIMUM FIRE LANE WIDTH IS 24' AND A MINIMUM RADIUS OF 20'.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONSTRUCTION APPROVALS FROM THE CITY OF GARLAND.
6. CONTRACTOR TO CONDUCE EROSION ALONG PROPERTY LINE DURING CONSTRUCTION.

SITE DATA / SITE INFORMATION

CURRENT USE:	VACANT
PROPOSED USE:	OFFICE
PROPOSED ZONING:	P9 OFFICE
PROPOSED LOT AREA:	5.79 AC. (251,297 SF)
PROPOSED SITE AREA (SF):	1,518 SF
BUILDING INFORMATION	
BUILDING SF:	1,518 SF
GARAGE SF:	62 SF
BUILDING HEIGHT (STORY):	2:07 (1 STORY)
GARAGE HEIGHT (STORY):	1:07 (1 STORY)
CEILING HEIGHT (STORY):	8:00
FLOOR AREA RATIO:	19.07
PARKING INFORMATION	
PARKING RATIO:	11.57 PER 1,000 SF OF BALCONIES
PARKING REQUIRED:	62
ADA REQUIRED:	3
ADA PROVIDED:	3
TOTAL PROVIDED:	62
IMPERVIOUS SURFACE	
IMPERVIOUS AREA (SQ. FT.):	16,668 SF (72.6%)
OPEN SPACE:	4,650 SF (21.4%)
ADA PARKING SHALL BE IN ACCORDANCE WITH ADA STANDARDS	

DETAIL SITE PLAN
 CITY CASE # 240108-1
 5.789 ACRES SITUATED IN THE
 P.H. RICE SURVEY, ABSTRACT NO. 1241
 CITY OF GARLAND
 DALLAS COUNTY, TEXAS

OWNER / APPLICANT
 BARAZA CONSULTING GROUP
 801 E. CAMPBELL ROAD, SUITE 650
 GARLAND, TEXAS 75042
 CONTACT: JOHN WALKER
 PHONE: (469) 488-1861

ARCHITECT
 ALLIANCE ARCHITECTS
 1800 N. COLLINS BLVD., SUITE 1000
 GARLAND, TEXAS 75042
 CONTACT: ZACH WELBY
 PHONE: (972) 233-1400

NO.	DATE	REVISION

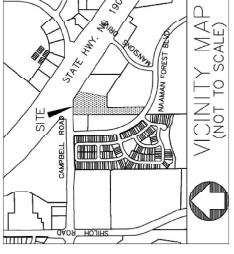


CITY OF GARLAND, COLLIN COUNTY, TEXAS
CAMPBELL 190
LANDSCAPE PLAN

BARAZA CONSULTING GROUP, LLC
 801 East Campbell Road
 Suite 650, Richardson, TX 75081
 714 No. 214-484-7055
 T89E Firm Lic. 206683

DATE	03/16/2024
CHECKED	BOA
DESIGN	BOA
BOA	BOA

L2



01 LANDSCAPE PLAN
 SCALE: 1" = 40'-0"

SITE PLAN
 CITY CASE # 240109-1
 5.7769 ACRES SITUATED IN THE
 P.H. RICE SURVEY, ABSTRACT NO. 1241
 CITY OF GARLAND
 DALLAS COUNTY, TEXAS

OWNER / APPLICANT
 BARAZA CONSULTING GROUP
 801 E. CAMPBELL ROAD, SUITE 650
 RICHARDSON, TEXAS 75081
 CONTACT: JOHN HALE
 PHONE: (469) 488-8931

ARCHITECT
 ALLIANCE ARCHITECTS
 1800 N. COLLINS BLVD., SUITE 1100
 DALLAS, TEXAS 75201
 CONTACT: ZACH WELBY
 PHONE: (972) 233-0400

SMIT
 Landscape Architects, Inc.
 10000 Preston Road, Suite 1000
 Dallas, Texas 75242
 Phone: 972-233-0400
 Fax: 972-233-0400
 Email: info@smit.com

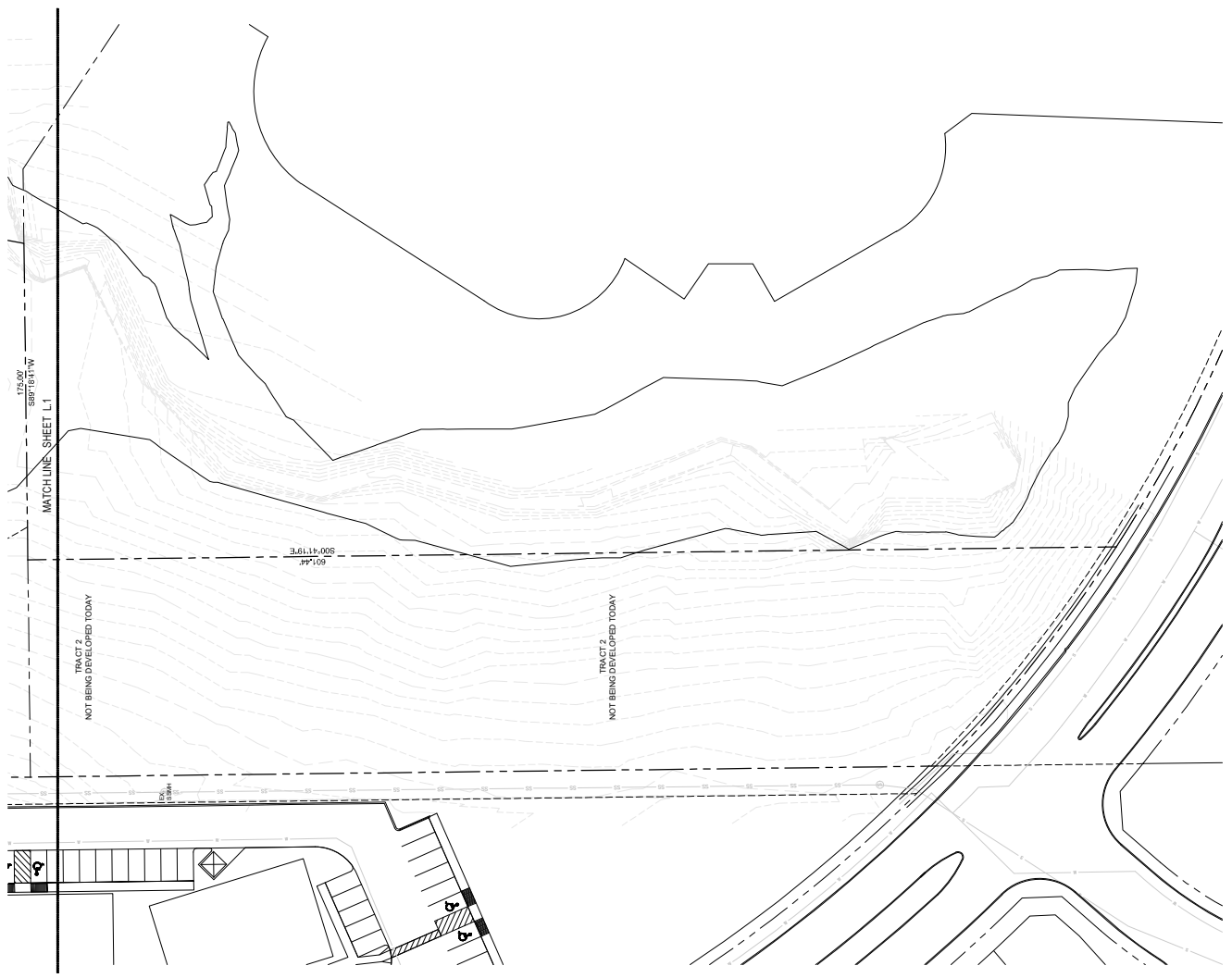


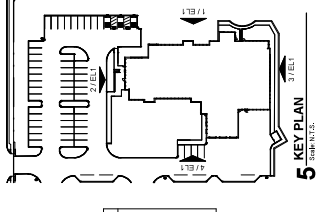
EXHIBIT D

DATE	02/28/2024
DESIGN	BARRAZA

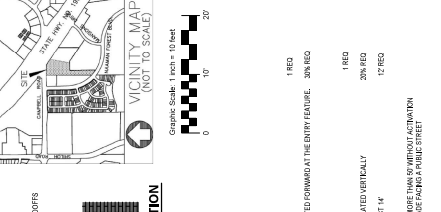
BARRAZA
CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. No. 214-484-7055
Type Firm, LLC, 20683

ALLIANCE
ARCHITECTS
1699 N. COLLINS BLVD
517.2009, Richardson, TX 75081
Tel. No. 972-233-0400

CITY OF GARLAND, COLLIN COUNTY, TEXAS
2002 W CAMPBELL RD
CASE NUMBER
240109-1



- BUILDING FEATURES**
- 1. CANOPIES
 - 2. VERTICAL SIGNAGE
 - 3. VERTICAL SIGNAGE
 - 4. VERTICAL SIGNAGE
 - 5. VERTICAL SIGNAGE
 - 6. VERTICAL SIGNAGE
 - 7. VERTICAL SIGNAGE
 - 8. VERTICAL SIGNAGE
- A. unknown plant species
B. unknown plant species
C. unknown plant species



- SECTIONAL ACTIVATION**
- 7. APPLICATIONS THAT ARE 4' OR DEEPER
 - 8. PERCENT (80% OF TOTAL FRONTAGE IS ARTICULATED FORWARD AT THE ENTRY FEATURE. 30% REQ.
- SECTIONAL ACTIVATION**
- 4. APPLICATIONS THAT ARE 3' OR DEEPER
 - 5. PERCENT (80% OF TOTAL FRONTAGE IS ARTICULATED VERTICALLY
 - 6. MAX ARTICULATION LOWEST ROOF EDGE TO HIGHEST 14'
 - 7. MAX ARTICULATION LOWEST ROOF EDGE TO HIGHEST 14'
- A MINIMUM OF 6 ELEVATIONS PROVIDED ON EACH FACADE FACING A PUBLIC STREET

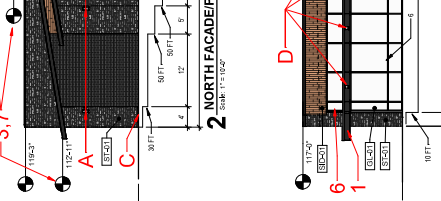
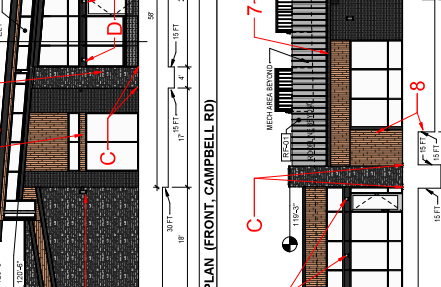
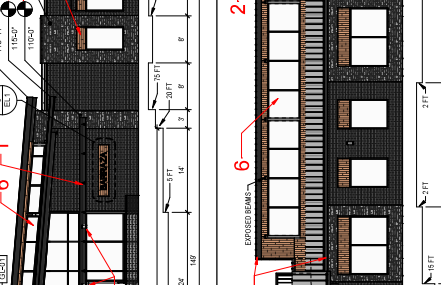
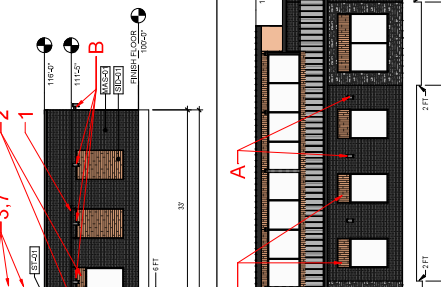
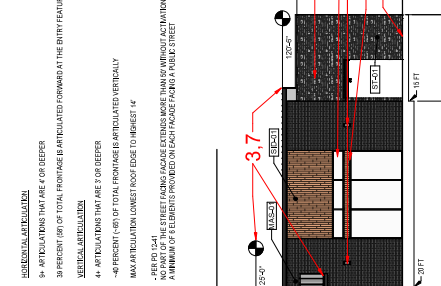


EXHIBIT E

EL2

RENDERINGS

7/24

DESIGN

DATE

02/26/2024

02/26/2024

1876 FIRM LIC. 25863

5146 E. East Campbell Road

Richardson, TX 75081

214-484-7055

1699 N COLLINS BLVD

ST 1000, Richardson, TX 75080

Tel. No. 972-233-0400



CASE NUMBER
240109-1

2002 W CAMPBELL RD

CITY OF GARLAND, COLLIN COUNTY, TEXAS

NO.	DATE	REVISION
1	02/13/24	FIRST SUBMITTAL



BREAK AREA NIGHT



WEST NIGHT



EAST NIGHT



ENTRY NIGHT



BREAK AREA DAY



WEST DAY



EAST DAY



ENTRY DAY

EXHIBIT E



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

4.

Meeting Date: 05/21/2024
Title: TxDOT Click It or Ticket Grant May 2024
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

Council is requested to consider accepting a Texas Department of Transportation (TXDOT) Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant for May 2024.

Background

The TxDOT grant funding for the Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant is to be used for education, awareness, and increased safety belt compliance during the period of May 17 to June 5, 2024. The grant for the time period is in the amount of \$6,312.12. If accepted, TxDOT will reimburse the City of Garland \$4,971.23. The grant requires the City to provide \$1,340.89 in matching funds. This will be accomplished in part through fringe benefits expenditures and direct costs. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Consideration / Recommendation

Staff recommends Council approve the resolution for the 2024 Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant and authorize the Chief of Police to execute such documents necessary to complete the transaction.

Attachments

TxDOT CIOT Resolution
TxDOT CIOT Grant Application

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM CLICK IT OR TICKET GRANT IN THE AMOUNT OF \$6,312.12; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation Selective Traffic Enforcement Program Click It or Ticket Grant in the amount of \$6,312.12, for the purpose of vehicle occupant restraint enforcement during the period from May 17, 2024 through June 5, 2024.

Section 2

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 21st day of May, 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Texas Traffic Safety eGrants

Fiscal Year 2024

Organization Name: City of Garland Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Click It Or Ticket Mobilization

ID: 2024-GarlandPD-CIOT-00028

Period: 05/17/2024 to 06/05/2024

GENERAL INFORMATION

Project Title : STEP - Click It Or Ticket

Project Description : To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?

This will be our fifth or more year.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Jeff Bryan
Title	Chief of Police
Address	Garland Police Department 1891 Forest Ln
City	Garland
State	Texas
Zip Code	75042
Phone Number	9724854800 (xxx-xxx-xxxx)
Fax Number	9724854801 (xxx-xxx-xxxx)
E-mail address	bryanJ@garlandtx.gov

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity
Identifier SFLHMCK5EH49
(UEI) :

Please upload a
screen capture
or print-as-pdf
version of the
SAM.gov
webpage with
UEI number
https://www.dot.state.tx.us/apps/egrants/_Upload/1304014_341462-EntityInformation_20231209-075454.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2024

Begin Date : 10/1/2023 End Date : 9/30/2024

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for [STEP Policies and Procedures requirements.](#)

If your agency has approved STEP Operating Policies and Procedures, please upload here :
https://www.dot.state.tx.us/apps/egrants/_Upload/1304014_341463-SOPwithcoverletter2025.pdf

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|-----------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 4 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 4 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | July 2020 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 23 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COUNTY SERVED

Select a County: Dallas County - Dallas District

POLITICAL DISTRICT SERVED

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 3
Congressional District 4
Congressional District 5
Congressional District 32

Texas Senate* Texas Senate District 2
Texas Senate District 8
Texas Senate District 16

Texas House* Texas House of Representatives District 33
Texas House of Representatives District 67
Texas House of Representatives District 102
Texas House of Representatives District 107
Texas House of Representatives District 112
Texas House of Representatives District 113
Texas House of Representatives District 114

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones in the Operational Plan (Enforcement Zone) section of the grant for at least four calendar days during the enforcement period below, with at least half of all enforcement hours worked on this project conducted between the hours of 6p-6a. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

Pre-Media Efforts Before Enforcement period

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. These activities must occur prior to enforcement activities beginning.

Enforcement Period

Intensify enforcement through an overtime STEP that places primary emphasis on reducing the number of fatal and serious crashes (KA) involving unrestrained or improperly restrained occupants by promoting and encouraging proper seatbelt or child safety seat use during the peak holiday traffic. Officers should focus their enforcement efforts on seatbelt and child safety seat violations, but may use any probable cause to stop a vehicle within the established enforcement zones during enforcement hours. Officers working STEP-CIOT must document stopping an average of 2.5 vehicles in each STEP enforcement hour and within the designated enforcement zones during designated enforcement hours.

Post-Media Efforts After Enforcement period

Conduct local media events informing the public about the importance and effectiveness of belt laws and the results of the enforcement activities conducted for this project. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

Reporting Period

City of Garland Police Department
STEP - CIOT - 2024

Agencies will submit a performance report during this time period.

Comments:

Please mark all of your proposed zones on a single heat map and upload that map here. Click [here](#) to see an e
The maximum number of allowable zones for an agency is determined by dividing the total number of enforcem
by 40 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1304389_344161-FY2024STEPCIOTmap-Zones1and2.t

XAgency agrees to conduct the engagement activities associated with this project as described

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Click-It-Or-Ticket (CIOT) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where vehicle occupants are unrestrained or improperly restrained, whether in seat belts or child safety seats (Occupant Protection, or OP). The blanks on this page represent the baseline number of KA crashes related to CIOT enforcement efforts (OP-KA), and the KA crash targets each agency hopes to achieve through CIOT enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of OP-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The targets, one each for seatbelts and child safety seats, should reflect a reduction against the Baseline KA Crash number in the top box. The sum of targets should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Occupant Protection (OP-KA) for subgrantee's jurisdiction	17
Target: Target: Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	16

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, interviews, mobilization-appropriate social media posts)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- At least half of the Enforcement Zones uploaded in this section must be marked as "Nighttime 6p-6a" using the radio buttons under the Zone Location box, and at least half of the total number of enforcement hours on the project must be worked during Nighttime hours (6p-6a).
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 1
Zone Description	1300-3400 W. Miller Rd (North) 1900-3300 S. Jupiter (West) 11400-13700 I-635 (South) 2000-4800 /Saturn Rd (east)
Zone Hours	Daytime 6 AM to 6 PM X Nighttime 6 PM to 6 AM
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1304036_340897-FY2024STEPCIOTmap-Zones1and2.pdf
Additional Documentation	

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- At least half of the Enforcement Zones uploaded in this section must be marked as "Nighttime 6p-6a" using the radio buttons under the Zone Location box, and at least half of the total number of enforcement hours on the project must be worked during Nighttime hours (6p-6a).
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 2
Zone Description	1400 W. Buckingham - 1200 E. Buckingham (North) 1700-1100 N. Country Club (East) 1400-2300 Castle (Northeast) 3900-3100 E. Centerville (east) 2000 S.H. ^6 - 1300 W. Ave D. (South)
Zone Hours	X Daytime 6 AM to 6 PM Nighttime 6 PM to 6 AM
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1304059_340897-FY2024STEPCIOTmap-Zones1and2.pdf
Additional Documentation	

AGENCY INFORMATION

Agency Contacts

- | | |
|--|------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Jeff
Bryan |
| 2. How many years has that person held that position at this agency? | 4 |
| 3. Who is the person in charge of training at your department? | Lt. Gary Steadman |
| 4. Please provide their work email and telephone number. | steadmang@garlandtx |
| 5. What is the name of the person in charge of your department's official social media accounts? | Lt. Pedro Barineau |
| 6. Please provide their work email and telephone number. | barineaup@garlandtx. |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 57.1 |
| 2. What is the latest estimated population of your service area? | 239928 |
| 3. How many sworn officer positions is your agency authorized? | 359 |
| 4. How many of those positions are currently filled? | 342 |
| 5. How many total calls for service did your agency log in the past 12 months? | 147430 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 6113 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 14453 |

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No
2. Does your department have a traffic unit? Yes
3. Does your department have a DWI unit? Yes
4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No
5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No
6. Does your department have at least one data analyst? Yes
7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes
8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No
9. Are there any officially designated bicycle routes in your service area? Yes
10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 63								
Overtime Regular Time								
For Sections B (PI&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe
A. Enforcement								
Officers/Deputies:	58		\$77.530	\$4,496.74		\$4,496.74	12.95%	\$582.33
Sergeants:			\$0				%	\$0
Lieutenants/Other:	5		\$94.897	\$474.49		\$474.49	12.95%	\$61.45
B. PI&E Activities								
PI&E Activities:							%	
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$4,971.23	\$0	\$4,971.23		\$643.77
Category	TxDOT	%	Match	%	Total			
Salaries:	\$4,971.23	100.00%	\$0	0.00%	\$4,971.23			
Fringe Benefits:	\$0	0.00%	\$643.77	100.00%	\$643.77			
Breakdown of Fringe Percentages: Sworn: TMRS 11.50 FICA 1.45 TOTAL 12.95% Civilian (Admin Asst) TMRS 11.50 FICA 7.65 TOTAL 19.15%	Details of regular time. If included in any of the above hours : All Administrative functions are straight time. All Enforcement hours are done as overtime (Time-and-a-half)							

OTHER MISCELLANEOUS - 700

Name Social Media Match
Description Facebook, Instagram
Unit Price \$1.00
Quantity 200
Total Cost \$200.00

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$200.00	100.00%
Total	\$200.00	

INDIRECT COST - 800

Description 10% allowed
 File Upload
 Proposed Percentage 10%
 Apply the Indirect Cost Rate to:
 X (100) Salaries - \$4,971.23
 (200) Fringe Benefits - \$643.77
 (300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP
 Enforcement Mileage - \$0
 (400) Equipment - \$0
 (500) Supplies - \$0
 (600) Contractual Services - \$0
 (700) Other Miscellaneous - \$0
 Total Selected Amount \$4,971.23
 Exemption Amount
 Exemption Reason
 Eligible Amount \$4,971.23
 Total Cost \$497.12

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$497.12	100.00%
Total	\$497.12	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$4,971.23	\$0	\$4,971.23
(200)	Fringe Benefits	\$0	\$643.77	\$643.77
	Category I Sub-Total	\$4,971.23	\$643.77	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$200.00	\$200.00
	Category II Sub-Total	\$0	\$200.00	\$200.00
Total Direct Costs		\$4,971.23	\$843.77	\$5,815.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$497.12	\$497.12
Summary				
	Total Labor Costs	\$4,971.23	\$643.77	\$5,615.00
	Total Direct Costs	\$0	\$200.00	\$200.00
	Total Indirect Costs	\$0	\$497.12	\$497.12
	Grand Total	\$4,971.23	\$1,340.89	\$6,312.12
	Fund Sources (Percent Share)	78.76%	21.24%	



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

5.

Meeting Date: 05/21/2024
Title: TxDOT Operation Slowdown Grant 2024
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

Council is requested to consider accepting a Texas Department of Transportation (TXDOT) Selective Traffic Enforcement Program (STEP) Operation Slowdown Grant for 2024.

Background

The purpose of this grant is to increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes, as well as public information and education efforts during the enforcement period. Enforcement of these efforts will be focused throughout the City of Garland during the period of July 16 to August 7, 2024. The grant for the time period is in the amount of \$6,312.12. If accepted, TxDOT will reimburse the City of Garland \$4,971.23. The grant requires the City to provide \$1,340.89 in matching funds. This will be accomplished in part through fringe benefits expenditures and direct costs. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Consideration / Recommendation

Staff recommends Council approve a resolution for the 2024 Selective Traffic Enforcement Program (STEP) Operation Slowdown Grant and authorize the Chief of Police to execute such documents necessary to complete the transaction.

Attachments

Ops Slowdown Resolution 2024
Ops Slowdown Grant Application 2024

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM OPERATION SLOWDOWN GRANT IN THE AMOUNT OF \$6,312.12; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation Selective Traffic Enforcement Program Operation Slowdown Grant in the amount of \$6,312.12, for the purpose of speed enforcement during the period from July 16, 2024 through August 7, 2024.

Section 2

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 21st day of May, 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Texas Traffic Safety eGrants

Fiscal Year 2024

Organization Name: City of Garland Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Operation Slowdown

ID: 2024-GarlandPD-OpSlow-00008

Period: 07/16/2024 to 08/07/2024

GENERAL INFORMATION

Project Title : STEP - Operation Slowdown

Project Description : To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?

This will be our third year.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Jeff Bryan
Title	Chief of Police
Address	Garland Police Department 1891 Forest Ln
City	Garland
State	Texas
Zip Code	75042
Phone Number	9722052011 (xxx-xxx-xxxx)
Fax Number	9724854801 (xxx-xxx-xxxx)
E-mail address	bryanj@garlandtx.gov

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity
Identifier SFLHMCK5EH49
(UEI) :

Please upload a
screen capture
or print-as-pdf
version of the
SAM.gov
webpage with
UEI number

https://www.dot.state.tx.us/apps/egrants/_Upload/1300450_341462-EntityInformation_20231209-075454.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2024

Begin Date : 10/1/2023 End Date : 9/30/2024

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:
"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for [STEP Policies and Procedures requirements.](#)

If your agency has approved STEP Operating Policies and Procedures, please upload here :
https://www.dot.state.tx.us/apps/egrants/_Upload/1300450_341463-SOPwithcoverletter2025.pdf

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|-----------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 4 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 4 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | none |
| 4. When did the agency update its grant operating policies and procedures | July 2020 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 9 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COUNTY SERVED

Select a County: Dallas County - Dallas District

POLITICAL DISTRICT SERVED

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 3
Congressional District 4
Congressional District 5
Congressional District 32

Texas Senate* Texas Senate District 2
Texas Senate District 8
Texas Senate District 16

Texas House* Texas House of Representatives District 33
Texas House of Representatives District 67
Texas House of Representatives District 102
Texas House of Representatives District 107
Texas House of Representatives District 112
Texas House of Representatives District 113
Texas House of Representatives District 114

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

X I agree to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

Pre-Media Efforts Before Enforcement period

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the traffic laws are being enforced. These activities must occur prior to enforcement activities beginning.

July 16,
2024 -
July 18,
2024

Enforcement Period

Officers working Operation: Slowdown must conduct high-visibility overtime enforcement activities focused on reducing the number of Fatal (K) and Suspected Serious Injury (A) crashes involving contributing factors commonly associated with speed. Officers should conduct grant enforcement efforts by moving at or slightly below the speed limit with traffic. While officers working STEP enforcement should focus on violations that contribute to speed-related crashes, any probable cause may be used to initiate a vehicle stop within the established enforcement zones. Officers working STEP-OpSlow should remain mobile when possible and work steadily throughout the shift to document stopping an average of 2.5 vehicles in each STEP enforcement hour.

July 19,
2024 -
August
04, 2024

Post-Media Efforts After Enforcement period

Conduct local media events informing the public about the importance and effectiveness of maintaining a safe speed and relative distance to other vehicles when driving. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

August
05, 2024
- August
07, 2024

Reporting Period

Agencies will submit a performance report during this time period.

July 16,
2024 -
August
07, 2024

Comments:

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1300454_344156-FY2024STEPOperationSlowDownmap-Zones1and2.pdf

XAgency agrees to conduct the engagement activities associated with this project as described

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes and Operation: Slowdown enforcement grants specifically focus on reducing Fatal (K) or Suspected-Serious-Injury (A) crashes involving contributing factors commonly associated with speed. The blanks on this page represent the baseline number of speed-involved KA crashes (Speed-KA), and the KA crash targets each agency hopes to achieve through enforcement efforts associated with this grant project. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of Speed-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The Target number of KA crashes should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Speed (Speed-KA) for subgrantee's jurisdiction	39
Target: Reduce the number of Speed-related KA crashes to	38

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, interviews, mobilization-appropriate social media posts)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 1
Zone Description	1300-3400 W. Miller (north) 1900-3300 S. Jupiter (West) 11400-13700 I-635 (South) 2000-4800 Saturn Rd (East)
Zone Hours	24/7
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1304424_341678-FY2024STEPOperationSlowDownmap-Zones1and2.pdf
Additional Documentation	

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 2
Zone Description	1400 W. Buckingham -1200 E. Buckingham (North) 1700-1100 N. Country Club (East) 1400-2300 Castle (Northeast) 3900-3100 E Centerville (East) 200 S.H. 66 -1300 W.Ave D (South)
Zone Hours	24/7
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1304426_341678-FY2024STEPOperationSlowDownmap-Zones1and2.pdf
Additional Documentation	

AGENCY INFORMATION

Agency Contacts

- | | |
|--|------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Jeff
Bryan |
| 2. How many years has that person held that position at this agency? | 4 |
| 3. Who is the person in charge of training at your department? | Lt. Gary Steadman |
| 4. Please provide their work email and telephone number. | steadmang@garlandtx |
| 5. What is the name of the person in charge of your department's official social media accounts? | Lt. Pedro Barineau |
| 6. Please provide their work email and telephone number. | barineaup@garlandtx. |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 57.1 |
| 2. What is the latest estimated population of your service area? | 242035 |
| 3. How many sworn officer positions is your agency authorized? | 359 |
| 4. How many of those positions are currently filled? | 342 |
| 5. How many total calls for service did your agency log in the past 12 months? | 147430 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 6113 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 14453 |

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No
2. Does your department have a traffic unit? Yes
3. Does your department have a DWI unit? Yes
4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No
5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No
6. Does your department have at least one data analyst? Yes
7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes
8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No
9. Are there any officially designated bicycle routes in your service area? Yes
10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 63								
Overtime Regular Time								
For Sections B (PI&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe
A. Enforcement								
Officers/Deputies:	58		\$77.530	\$4,496.74		\$4,496.74	12.95%	\$582.33
Sergeants:			\$0				%	\$0
Lieutenants/Other:	5		\$94.897	\$474.49		\$474.49	12.95%	\$61.45
B. PI&E Activities								
PI&E Activities:							%	
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$4,971.23	\$0	\$4,971.23		\$643.77
Category	TxDOT	%	Match	%	Total			
Salaries:	\$4,971.23	100.00%	\$0	0.00%	\$4,971.23			
Fringe Benefits:	\$0	0.00%	\$643.77	100.00%	\$643.77			
Breakdown of Fringe Percentages: Sworn: TMRS 11.50 FICA 1.45 TOTAL 12.95% Civilian (Admin Asst) TMRS 11.50 FICA 7.65 TOTAL 19.15%	Details of regular time. If included in any of the above hours : All Administrative functions are straight time. All Enforcement hours are done as overtime (Time-and-a-half)							

OTHER MISCELLANEOUS - 700

Name Social Media Match
Description Facebook, Instagram
Unit Price \$1.00
Quantity 200
Total Cost \$200.00

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$200.00	100.00%
Total	\$200.00	

INDIRECT COST - 800

Description
 File Upload
 Proposed Percentage 10%
 Apply the Indirect Cost Rate to:
 X (100) Salaries - \$4,971.23
 (200) Fringe Benefits - \$643.77
 (300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP
 Enforcement Mileage - \$0
 (400) Equipment - \$0
 (500) Supplies - \$0
 (600) Contractual Services - \$0
 (700) Other Miscellaneous - \$0
 Total Selected Amount \$4,971.23
 Exemption Amount
 Exemption Reason
 Eligible Amount \$4,971.23
 Total Cost \$497.12

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$497.12	100.00%
Total	\$497.12	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$4,971.23	\$0	\$4,971.23
(200)	Fringe Benefits	\$0	\$643.77	\$643.77
	Category I Sub-Total	\$4,971.23	\$643.77	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$200.00	\$200.00
	Category II Sub-Total	\$0	\$200.00	\$200.00
Total Direct Costs		\$4,971.23	\$843.77	\$5,815.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$497.12	\$497.12
Summary				
	Total Labor Costs	\$4,971.23	\$643.77	\$5,615.00
	Total Direct Costs	\$0	\$200.00	\$200.00
	Total Indirect Costs	\$0	\$497.12	\$497.12
	Grand Total	\$4,971.23	\$1,340.89	\$6,312.12
	Fund Sources (Percent Share)	78.76%	21.24%	



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

6.

Meeting Date: 05/21/2024
Title: Next Generation 9-1-1 Statutory Distribution of Funds Certification
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

Approve by minute action a request from the Police Department to allow the City Manager to execute a statutory distribution of funds certification with the Commission on State Emergency Communications (CSEC). This will result in an additional \$1,262,272.83, plus any related interest that accrues.

Background

The recent amendments to Section 771.0713 of the Texas Health and Safety Code resulting from the passage of House Bill 3290 ("HB 3290") in the 2023 Regular Session of the Texas Legislature directed the Commission on State Emergency Communications (CSEC) to distribute money transferred from the Broadband Fund into the NG9-1-1 Service Fund, and require the Commission to distribute to each emergency communication district (ECD) a portion of the appropriated money in accordance with a specific formula. The funding will supplement the current grant project to begin the implementation of ESInet and NG9-1-1 in our current Vesta system. The City of Garland has previously been awarded \$1,473,325 in NG9-1-1 grant funds.

Consideration / Recommendation

Staff recommends to approve by minute action a request from the Police Department to allow the City Manager to execute a statutory distribution of funds certification with the Commission on State Emergency Communications (CSEC).

Attachments

NG911 Fund Certification



COMMISSION ON STATE EMERGENCY COMMUNICATIONS

PROPOSITION 8 – NEXT GENERATION 9-1-1 SERVICE FUND

EMERGENCY COMMUNICATION DISTRICT CERTIFICATION

Texas voters recently enacted Constitutional Proposition 8 establishing the Texas Broadband Infrastructure Fund (the “Broadband Fund”), and the Governor has certified the results of the election. Under Constitutional Proposition 8 and Texas Government Code Chapter 403, subchapter T, as established by [House Bill 9](#) (“HB 9”), the enabling legislation for Proposition 8, the Texas Comptroller shall make a one-time transfer of \$155.2 million from the Broadband Fund “as soon as practicable” to the next generation 9-1-1 service fund (the “NG9-1-1 Service Fund”) established under Texas Health and Safety Code Section 771.0713. The recent amendments to Section 771.0713 of the Texas Health and Safety Code resulting from the passage of House Bill 3290 (“HB 3290”) in the 2023 Regular Session of the Texas Legislature direct the Commission on State Emergency Communications (the “Commission”) to distribute the money transferred from the Broadband Fund into the NG9-1-1 Service Fund, and require the Commission to distribute to each emergency communication district (“ECD”) that does not participate in the state system a portion of the appropriated money in accordance with the specific formula set forth in Subsections (c-1) and (c-2) of Section 771.0713.

In acknowledgment of the foregoing, the ECD, through its duly authorized representative, hereby certifies as follows:

- 1.** The ECD acknowledges its statutory distribution from the NG9-1-1 Service Fund in the base amount of \$ _____ pursuant to Sec. 771.0713, Health and Safety Code, plus any related interest that accrues related to this distribution amount while deposited in the NG9-1-1 Service Fund.
- 2.** The ECD agrees that it will use the funds distributed from the NG9-1-1 Service Fund only for the purposes authorized by applicable state law.
- 3.** The ECD agrees that it will return any funds distributed from the NG9-1-1 Service Fund that are not used for the purposes authorized by applicable state law to the State of Texas.
- 4.** Until the ECD has reported to the Commission that it has spent all of the HB 9 funds disbursed to it from the NG9-1-1 Service Fund, the ECD agrees to submit financial and progress reports to the Commission on or before the following four dates:
 - (i) June 15, 2024 (for the reporting period covering the ECD’s 2024 fiscal year through May 31, 2024);
 - (ii) the date that is not later than fifteen (15) days after the end of the ECD’s 2024 fiscal year (for the reporting period covering through the end of the ECD’s 2024 fiscal year);



COMMISSION ON STATE EMERGENCY COMMUNICATIONS

- (iii) the date that is not later than fifteen (15) days after the end of the ECD’s first six (6) months of its 2025 fiscal year (for the reporting period covering through the first six (6) months of the ECD’s 2025 fiscal year); and
- (iv) the date that is not later than fifteen (15) days after the end of the ECD’s 2025 fiscal year (for the reporting period covering through the end of the ECD’s 2025 fiscal year).

The signatory below certifies that he/she is duly authorized to represent _____ on matters relating to the HB 9 funds disbursed to the ECD from the NG9-1-1 Service Fund, and shall be responsible for timely and accurate reporting to the Commission as set forth above.

Signed this _____ Day of _____, 2024.

ECD Full Name: _____

ECD Fiscal Year: _____

Signature: _____

Typed/Printed Name: _____

Title: _____



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

7.

Meeting Date: 05/21/2024

Title: Request for Development Assistance from Scout Cold Storage Dallas, LP (Building B)

Submitted By: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base

Issue/Summary

Council is requested to consider a development incentive request from Scout Cold Storage Dallas, LP. in regards to a proposed cold storage conversion project.

Background

Scout Cold Storage Dallas, LP plans to convert 112,139 square feet of existing dry storage facility into a cold storage facility. The facility is on approximately 9.795 acres and will involve approximately \$19 Million in new capital investment to the site. This is in addition to the redevelopment of Building C, which is also being considered for incentives separately.

Consideration / Recommendation

Approval of the incentive agreement with Scout Cold Storage Dallas, LP. Agreement includes a rebate of building permit fees up to \$75,000 and a rebate of ad valorem taxes for new real property improvements of 40% for 2 years for Building B.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the **City of Garland, a Texas home-rule municipality** (“City”), and **Scout Cold Storage Dallas, LP, a Delaware limited partnership** (“Developer”) acting by and through their respective authorized officers. The City and Developer are referred to individually in this Agreement as a “Party” and together they are referred to as the “Parties.”

ARTICLE I

RECITALS

The City and Developer each acknowledge and agree that the following recitals are true and correct and that the same are incorporated herein and are a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in certain areas of the City in order to increase tax revenue for real property and business personal property within the City, and promote or develop new business enterprises; and

WHEREAS, Developer is working to renovate and retrofit 112,139 square feet of an existing dry storage facility (the “Project”) pursuant to a lease with a tenant that intends to operate a new cold storage use at the facility at 2610 McCree Road, on a certain tract of land consisting of approximately 9.795 acres located within the City of Garland, Dallas County, Texas, being further described in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes (the “Property”); and

WHEREAS, Developer proposes to invest approximately \$7,800,000.00 in new real property improvement value at the Property for the Project and its tenant has committed to invest more than \$11,200,000 at the Property for the Project;

WHEREAS, the Project will result in new economic development in the City, including increases in the number of new jobs; will serve as a catalyst for further, perhaps related development in the area; and will increase tax revenues because of investments in real property, business personal property, and taxable sales within the City; and

WHEREAS, the Project will have a direct and positive economic benefit to the City; and

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to develop the Property is an agreement by the City to provide an economic development grant to the Developer as set forth herein; and

WHEREAS, the City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide a program for economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, City wishes to provide incentives to Developer to assist in the economic development of the City; and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development incentive grant to the Developer in accordance with this Agreement furthers the City’s economic development goals and will: (i) promote the economic development objectives of the City; (ii) benefit the City and the City’s inhabitants; and (iii) advance local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement embodies an eligible Program (defined below) and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City;

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

ARTICLE II

DEFINITIONS

Section 2.01. “**Compliance Certificate**” has the meaning set forth in Section 4.02.

Section 2.02. “**Cold Storage Facility**” means and includes a warehouse facility designed to maintain certain environmental conditions through cooling and/or freezing to keep temperature sensitive products, such as perishable food products and other goods, safe, through food storage, distribution, and production services.

Section 2.03. “**DCAD**” means the Dallas Central Appraisal District.

Section 2.04. “**Non-Exempt Assessed Value**” means the total assessed value, as reasonably established by DCAD, of the real property improvements located on the Property that are taxable by a Texas taxing authority for ad valorem taxation purposes.

Section 2.05. “**Operational**” means that the Developer, its affiliate, assignee, or tenant has: (i) received a final certificate of occupancy for the Project at the Property and (ii) has commenced business activities at the Property consistent with operations of a Cold Storage Facility, with a minimum improvement value of \$13,061,160.00.

Section 2.06. “**Performance Period**” means the period of time, as more fully described in below Article III, during which Developer is eligible for Performance Rebate Payments.

Section 2.07. “**Performance Rebate Payments**” means the City’s payments to Developer in the form of one or more annual rebate payments in an amount equal to the applicable percentage as specified in Section 4.01 of this Agreement applied to the total of Developer’s ad valorem taxes

received by the City for new real property improvements on the Property and attributable to the calendar year immediately preceding the year for which a Performance Rebate Payment is requested by Developer in accordance with Article IV.

Section 2.08. “Program” means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote economic development and stimulate business and commercial activity within the City as represented by the terms of this Agreement.

Section 2.09. “Project” has the meaning described in the Recitals to this Agreement.

Section 2.10. “Property” has the meaning described in the Recitals to this Agreement.

ARTICLE III

COMMENCEMENT, COMPLETION AND OPERATION OF THE PROJECT

Section 3.01. Commencement of the Project. Developer shall initiate construction of the Project, including dedicating resources and funds to meet the required minimum performance standards, to be Operational on or before December 31, 2024. The commencement of operations shall be evidenced by receipt of a final Certificate of Occupancy issued by the City in accordance with applicable ordinances.

Section 3.02. Continued Operation of Business. After Project becomes Operational, Developer, or its affiliate, tenant or assign, shall operate, maintain, and manage Project on the Property until at least December 31, 2026, with it being understood that such operation, maintenance and management shall be subject to commercially reasonable usage during normal working hours and to force majeure.

Section 3.03. Non-Exempt Assessed Value Performance Standards. Notwithstanding any other provision contained herein to the contrary, Developer shall not be eligible for a year’s Performance Rebate Payments described in Article IV of this Agreement, unless beginning **January 1, 2025 and continuing thereafter through December 31, 2026**, Developer achieves a minimum taxable real property improvement valuation of **\$13,061,160.00** on the Property for the respective year, as determined by DCAD in its sole discretion.

ARTICLE IV

PERFORMANCE REBATE PAYMENTS FROM THE CITY

Section 4.01. Performance Rebate Payments. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Developer’s compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Developer in accordance with this Article during the following Performance Rebate Period:

- a. The City shall rebate 40% of ad valorem taxes paid to the City based on new real property improvements located on the Property for a 2-year tax period beginning **tax year 2025 and then again in tax year 2026**, provided that the minimum taxable real property improvement valuation as specified in Section 3.03 has been satisfied;
- b. The City shall rebate up to **\$75,000.00** of building permit fees actually paid to the City once the primary certificate of occupancy for the Property has been issued by the City and the Project has become Operational and Developer has provided the City with copies of all receipts for building permit fees actually paid by Developer.

Section 4.02. Process for Payment. Beginning after the tax year 2025, and once again after the tax year 2026, Developer may request a Performance Rebate Payment for the applicable tax year by written application submitted to the City. The City shall not be required to make a Performance Rebate Payment for any applicable calendar year until:

- a. Developer submits to the City a compliance certificate in substantially the form attached as Exhibit B (the “Compliance Certificate”) together with all information required under the Compliance Certificate necessary to verify Developer’s material compliance with its obligations under this Agreement for the preceding year; and
- b. the City has actually received all of Developer’s Real Property Taxes owed for the preceding year;
- c. funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payment under this Agreement as part of the City’s ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Developer is otherwise in compliance with this Agreement, the City shall pay to Developer any Performance Rebate Payments due within ninety (90) days after the last to occur of the events in above subsections (a) through (c) of this Section 4.02.

Section 4.03. Tax Protests. Developer agrees that by submitting to the City a request for the payment of a Performance Rebate Payment, the Developer has (i) finally agreed to the DCAD assessed tax values and the City’s tax rate and procedures on which the Performance Rebate Payment will be based without further protest or challenge; (ii) will not make any claim for a refund, repayment, or reduction of those taxes after settling on any appealed tax assessments or bills from any source, including the City; and (iii) once any existing tax protest has been settled, waives, to the extent allowed by law, the right to protest, challenge, or otherwise contest those taxes in any manner. Notwithstanding any other provision of this Agreement to the contrary, no Performance Rebate Payment shall become due for any tax year in which or for which Developer is protesting the assessed value or contesting an ad valorem tax due until the protest has been finalized by DCAD, Developer, and the affected taxing authority. Developer shall promptly notify the City in writing of any ad valorem tax protest relating to the Property or any of Developer’s Business Personal Property located

for tax situs purposes on the Property. If Developer receives any refund of ad valorem taxes paid to the City after a Performance Rebate Payment has been made for the tax year for which the refund was paid, Developer shall refund to the City the pro rata amount that the City would have been entitled to retain as calculated by the applicable percentage provided in Article III.

ARTICLE V

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 5.01. Personal Liability of Public Officials. No employee or elected official of the City shall be personally responsible for any liability arising under this Agreement.

Section 5.02. Limitations on City Obligations. The Performance Rebate Payments made and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the City as provided in this Agreement. Under no circumstance shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Performance Rebate Payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such payments are due. If the City fails to appropriate funds to make any Performance Rebate Payment(s), it shall immediately notify Developer of such non-appropriation and Developer may, at its sole option, terminate this Agreement, effective upon written notice to the City.

Section 5.03. No Recourse. Except for the right to terminate as provided in above Section 5.02, Developer shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

Section 5.04. Source of Funds. Performance Rebate Payments shall be made from annual appropriations only from such funds of the City as may be legally appropriated for the implementation of Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by Texas law or the home-rule powers of the City. Any Performance Rebate Payment to be made by the City to the Developer shall be limited as described in this Section and shall in no event exceed the amounts as are actually paid by Developer to and received in hand by the City from Personal Property Taxes and Real Property Taxes on the Project.

ARTICLE VI

INFORMATION REGARDING PERFORMANCE

Section 6.01. Information. Subject to this Article VI, Developer shall, at such times and in such form as the City may reasonably request from Developer, provide information concerning the performance of Developer's obligations under this Agreement.

Section 6.02. Annual Certification Related to Compliance with Agreement. Beginning for the tax year 2025 and continuing again for the tax year 2026 and, notwithstanding whether Developer is making application for a Performance Rebate Payment, Developer shall submit to the City a duly executed and completed Compliance Certificate on or before March 31 or such other later date agreed to by the City, signed by an authorized officer or employee of Developer, together with supporting documentation necessary to verify Developer's compliance with this Agreement. The City shall have thirty days after receipt of a Compliance Certificate to notify Developer in writing of any questions related to the Compliance Certificate the status of the Project, or information submitted with or in support of the Compliance Certificate, and Developer shall diligently work in good faith to respond to such questions to the City's reasonable satisfaction.

Section 6.03. Review of Developer's Records. To the extent that the City has questions about the information supplied by Developer in any report, application, filing, or other document provided under this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the City's reasonable request, Developer will furnish or make available for inspection documentation reasonably sufficient to verify the accuracy and completeness of the report, application, filing, certification or other information, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith efforts of the Parties to resolve any questions concerning such items, the Parties are unable to resolve such issues, during the Term and for six (6) months thereafter, the City may examine and audit such books and records of Developer as are reasonably sufficient to verify the accuracy of such items. In the event the City's examination reveals a payment deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Information, documents, and materials provided by Developer shall be treated as described in below Section 6.04 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Developer shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that is not necessary to verify Developer's compliance with this Agreement and that (x) constitutes trade secrets or proprietary information, (y) in respect of which disclosure is prohibited by law or any binding agreement or (z) is subject to attorney-client, attorney work product or other privilege recognized under Texas law. Notwithstanding anything to the contrary herein, the City will not have the right to review, inspect or audit any of Developer's records for periods that are more than four years from the date of the review, inspection or audit.

Section 6.04. Public Records; Confidentiality. Developer acknowledges and agrees that this Agreement, Developer's annual compliance certificates, and certain other documents and filing related to this Agreement are or will be public records subject to disclosure (after redaction of information exempt from disclosure as described below) under the Texas Public Information Act. The Parties acknowledge and agree that the Public Information Act exempts from disclosure certain types of records, materials and information, including without limitation: records confidential by law, either constitutional, statutory or by judicial decision (Section 552.101 of the Texas Government Code); social security numbers (Section 552.117(a)(2) of the Texas Government Code); trade secrets and economic development project information (Sections 552,110 and 552.131 of the Texas Government Code); and proprietary commercial information (Section 552.110 of the Texas Government Code). The City will endeavor to use adequate safeguards, no less than those safeguards observed by the City for its own confidential information, to maintain the security and confidentiality of all materials, communications, data and information related to this Agreement or supplied by Developer in

connection with this Agreement that may be subject to such exemptions from disclosure. Developer acknowledges that this Agreement constitutes public information and the materials, communications, data and information related to this Agreement may also constitute public information subject to disclosure under the Public Information Act and agrees that the City may disclose this Agreement, the annual compliance certificates and the portions of materials, communications, data and information related to this Agreement as required by law. The City will make reasonable efforts to (a) give Developer prior written notice of a request for public information (other than a request for copies of this Agreement or annual compliance certificates, which Developer agrees may be released without notice to Developer) in a reasonably practicable time period to allow Developer to seek a protective order or other appropriate remedy, (b) disclose only such information as is required under the applicable law, (c) cooperate with Developer in responding to any such records request (but there shall be no obligation for the City to independently request or join in any request for a ruling from the Attorney General, to engage or participate in litigation or to otherwise pursue any remedies sought by Developer with regard to asserted proprietary commercial or financial information or trade secrets). The City, without waiving its right to appeal an opinion or ruling under applicable procedures, will or may comply with any opinion or ruling of the Texas Attorney General or court order recommending or requiring redaction or withholding of information in response to a request for public information without further protest or appeal.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- a. The masculine shall include the feminine and neuter.
- b. References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this Agreement.
- c. The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.
- d. This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.
- e. Unless expressly provided otherwise in this Agreement, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be

unreasonably withheld, conditioned or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

- f. Use of the words “include” or “including” or similar words shall be interpreted as “including but not limited to” or “including, without limitation.”
- g. The recitals to this Agreement are incorporated herein.

Section 7.02. Force Majeure. Unless otherwise provided, all obligations of Developer and City shall be subject to events of “force majeure” which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments owed by the City, including any tax valuations determined by DCAD, are not subject to, and expressly excluded from, events of “force majeure.” Performance Rebate Payment amounts owed by the City shall be strictly calculated in accordance with the terms and conditions of Article III, without regard to any event, contingency, or cause beyond the reasonable control of either Party.”

Section 7.03. Dispute Resolution and Step Negotiations. (a) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days’ notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(b) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 7.03, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will

bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings, subject to the limitations of this Agreement.

(c) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

Section 7.04. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

Section 7.05. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects or unduly burdens the City. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by the City.

Section 7.06. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 7.07. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; not to be unreasonably withheld, conditioned or delayed; provided that Developer may, without the City's consent but with 7 days' prior written notice provided by Developer to City, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer, or to any subsequent owner of the Property. Further, without the City's consent, Developer may enter into a collateral assignment of this Agreement in connection with any financing

of the Project. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer. As used in this Agreement, an “affiliate” shall be understood to mean any other entity directly or indirectly controlled by or under direct or indirect common control as the Developer. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise.

Section 7.08. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 7.09. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 7.10. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted email transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via email transmission, or as applicable, deposited with the express mail service or courier for delivery the next business day. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address.

If to City:

City of Garland

Mr. Judson Rex
City Manager
Post Office Box 469002
Garland, Texas 75046
Phone: (972) 205-3800
Fax: (972) 205-2474
jrex@garlandtx.gov

With a required copy to:
Mr. Brian England
City Attorney
200 North Fifth Street
Fourth Floor
Garland, Texas 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bengland@garlandtx.gov

If to Developer:

Scout Cold Storage Dallas, LP
2655 LeJeune Road, P2E
Coral Gables, FL 33134
Attention: Dan Marcus and M. Bruce
Snyder
Email: dan.marcus@scoutcold.com;
bruce.snyder@scoutcold.com

With a required copy to:
Scout Cold Storage Dallas, LP
2655 LeJeune Road, P2E
Coral Gables, FL 33134
Attention: Legal Department
Email:
margie.miguez@scoutcold.com

Section 7.11. Employment of Undocumented Workers. During the Term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Performance Rebate Payments and any other funds received by the Developer from the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent compounded annually from the date of violation until paid.

Section 7.12. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent,

representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 7.13. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 7.14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 7.15. Default and Claw-Back. (a) The City shall notify the Developer, in writing, of a default by the Developer in complying with the terms and provisions of this Agreement. In the event that the Developer has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), the Developer shall promptly reimburse the City for the property tax revenue lost for the subject phase according to the formula in below subsection (b). Failure on the part of the City to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and the Developer.

(b) In the event the Project does not remain Operational through December 31, 2026, Developer shall owe the City any amounts rebated during the Performance Period

Section 7.16. Term. The term of this Agreement commences on the Effective Date and continues until December 31, 2026 (the “Term”), unless sooner terminated by either Party in accordance with the terms of this Agreement, provided that Developer’s obligation to reimburse or repay the City for any obligation to the City otherwise arising under this Agreement and City’s obligation to make any Performance Rebate Payments to Developer which were earned during the Term of this Agreement shall survive the termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

Executed and effective as of the ____ day of _____, 2024.

DEVELOPER

**Scout Cold Storage Dallas, LP,
a Delaware limited partnership**

By: _____
Vincent Signorello, Authorized Signatory

CITY

**City of Garland, Texas
a home-rule municipality**

By: _____
Judson Rex, City Manager

Exhibit A
Property Legal Description

Lot 2R, Block 1, of the McCree Industrial District Addition Second Replat, recorded on November 28, 2022, in the Plat Records, Document Number 2022-202200301759, being a Replat of all of Tract 1 McCree Industrial District Addition (Volume 72136, Page 474, D.R.D.C.T) and all of Lot 2, Block 1 McCree Industrial District Addition Replat of Tract II (Instrument No. 201400250227, P.R.D.C.T).

**Exhibit B
Compliance Certificate**



GARLAND
TEXAS MADE HERE

**Annual Development Incentive Compliance
and Certification Report**

Reporting Period: January 1 to December 31, 20

Instructions:

Please complete Section 1 (page 1) along with Annual Certificate of Compliance (page 2), which is required to be completed and notarized by a binding contract officer.

In addition, please review and fill all other sections with applicable information covering the relevant reporting period. If the Economic Development Agreement requires any specific performance requirements and/or deliverables, they **must** be reported in this compliance form.

It is encouraged for the client to attach any additional documentation that can assist the City in verifying the claims in this reporting form.

Section 1: Project Information (Required)

Company / Project Name:

Project Contact: Title:

Phone: Fax: Email:

Project Contact Address:

Company Address (if different):

Address of Property Subject to Incentive:

Have there been any changes in the contact information above? Yes No

If yes, please fill out the Notification Change form and send the original hard copy to the below stated physical address for review and proper filing.

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**



GARLAND
TEXAS MADE HERE

**Annual Certificate of Compliance
for Economic Development Incentive Agreement**

Before me, the undersigned notary, on this day personally appeared _____ [printed name of affiant], a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ [printed name of affiant]. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ [printed name of company] (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ [affiant's job position held with the Company]. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.
5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ day of _____, 20_____.

Signature of Affiant

Sworn to and subscribed before me by _____ [name of affiant] on the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Please submit the completed form by mail to:

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.

Section 2: Tax Valuation

Does the agreement include specific performance requirements regarding real estate, personal property, or other tax impacting valuations? Yes No

If yes, what is the:

Real Estate value requirement?	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Business Personal Property value requirement?	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Other requirement?	<input type="checkbox"/>	N/A	<input type="checkbox"/>

Are you currently or do you intend to protest the specified appraised values? Yes No

Has anything changed since the last compliance report that may be relevant to this report?

Additional information on appraised property values can be found at the Dallas County Appraisal District's website: <http://www.dallascad.org/>.

Section 3: Employment

Does the agreement include performance requirements regarding job creation, payroll, etc? Yes No

If yes, what is the:

Number of current employees at end of this reporting period?	Full time: <input type="checkbox"/>	Part time: <input type="checkbox"/>
Number of employees added in this reporting period?	Full time: <input type="checkbox"/>	Part time: <input type="checkbox"/>

What are the payroll requirements? N/A

Did the project meet all employment requirements? Yes No N/A

To confirm employment performance, please attach to this report a copy of the Employer's Quarterly Report (Form C-3) provided by the Texas Workforce Commission.

Section 4: Building

Does the agreement include performance requirements regarding building size or construction performance dates?

Yes No

If yes, what is the:

Building Area (square feet)?

Building Permit issue date?

Certificate of Completion issue date?

Certificate of Occupancy date?

Are there any other building/construction requirements?

If yes, please describe below.

Section 5: Utilities

Does the agreement require the use of utilities provided by the City of Garland? (*Electricity, water, wastewater, and/or solid waste*)

Yes No

If yes, does the project use City of Garland services for:

Electricity?

Yes No

Water?

Yes No

Wastewater?

Yes No

Solid waste?

Yes No

Section 6: Additional Requirements

Please answer the following questions regarding additional requirements in the agreement.

Most Favored Customer – *If the City desired to be a customer of any products/services of the Project, did the company offer terms/pricing offered to the most favored customer?* Yes No N/A

Garland Recognition – *In communications/branding/marketing/promotions regarding the Project, did the company use commercially reasonable efforts to recognize that the Project and associated business operations are in Garland?* Yes No N/A

Local Purchases – *Did the company make commercially reasonable efforts to purchase within Garland all supplies, materials, and equipment related to the project?* Yes No N/A

Please describe any other requirements not reported above.

For the convenience of speeding up submittal, you may email a copy of the completed report to ED@GarlandTX.gov.

Please note that you must submit an original hard copy of the report to the below stated physical address for review and proper filing. No photocopies or scanned copies of the Certificate of Compliance (page 2) will be accepted as a record of contract compliance.

The City may agree amend this form, provided such amended form shall be substantially similar in reporting the information necessary to confirm compliance with the agreement.

Upon request of the City, the developer or tenant shall permit the City to conduct an audit or inspection of the developer or tenant's records in accordance with the terms of the agreement.

Please submit the completed form by mail to:

**ATTN: Annual Development Incentive Compliance and Certification Report
City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.



GARLAND
TEXAS MADE HERE

Economic Development Incentive Payment Request

Contact Information

Date: _____

Company Name: _____

Contact Person: _____ Job Title: _____

Address: _____

Phone: _____ Email: _____

Current payment requested \$ _____ DOLLARS
(Please include EXACT dollars and cents amount)

Payments made to date: \$ _____

Total remaining incentive amount: \$ _____
(Please attach paid invoices/receipts to this form)

Before me, the undersigned notary, on this day personally appeared _____ [printed name of affiant], a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ [printed name of affiant]. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ [printed name of company] (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ [affiant's job position held with the Company]. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.

5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ day of _____, 20_____.

6. I understand that in order to receive payments from the City, the Company must register as an authorized City Vendor.

Signature of Affiant

Sworn to and subscribed before me by _____ *[name of affiant]* on the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Please submit the completed form by mail to:

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.

Office Use Only

Notes:

Vendor Name: _____

Vendor Number: _____ Invoice Number: _____

Distribution Code / Funding Source: _____ Received (Please Initial): _____

Research Specialist

Business Development

Department Coordinator

Director Approval: _____



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

8.

Meeting Date: 05/21/2024

Title: Request for Development Assistance from Scout Cold Storage Dallas, LP (Building C)

Submitted By: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base

Issue/Summary

Council is requested to consider a development incentive request from Scout Cold Storage Dallas, LP. in regards to a proposed cold storage redevelopment project.

Background

Scout Cold Storage Dallas, LP plans to demolish an existing 40,000 square foot dry storage facility and build a new 132,600 square foot cold storage facility ('Building C'). This new facility will become part of the larger 52.295 acre site at 2600 McCree Rd, adding to the approximate 922,851 SF of industrial space on the site. The development will involve approximately \$22.8 Million in capital investment. This is in addition to the conversion of Building B, also being considered for incentives separately.

Consideration / Recommendation

Approval of the incentive agreement with Scout Cold Storage Dallas, LP. Agreement includes a rebate of roadway impact fees up to \$40,000 for Building C.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the **City of Garland, a Texas home-rule municipality** (“City”), and **Scout Cold Storage Dallas, LP, a Delaware limited partnership** (“Developer”) (collectively, “Parties”), acting by and through their respective authorized officers.

RECITALS:

Developer and the City each acknowledge and agree that the following recitals are true and correct and that the same are a material part of this Agreement:

WHEREAS, City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in certain areas of the City that will increase tax revenue and promote or develop new business enterprises; and

WHEREAS, Developer is the owner of that certain tract of real property consisting of approximately 52.295 acres and commonly known as 2550 McCree, City of Garland, Dallas County, Texas (“Property”); and

WHEREAS, Developer proposes to demolish an existing 40,000 +/- square foot dry storage facility and subsequently make a capital investment of \$22.8 million or more with the construction of a new 132,600 +/- square foot cold storage facility on Lot 1R, Block 1 of the Property (the “Site,” as defined below) on the Property (“Project”); and

WHEREAS, Developer (and/or an Affiliate or permitted assignee of Developer) intends to maintain and lease the Property to future tenant(s) to operate at the cold storage facility on the Property; and

WHEREAS, the Project will have a direct and positive economic benefit to the City; and

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to improve the Site and expand business operations within the City, is this Agreement to provide an economic development grant to the Developer as set forth herein; and

WHEREAS, the City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide an economic development program, which may include certain grants of public funds, to stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and is in the best interests of the City; and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City’s economic development goals and will: (i) further the objectives of the City;

(ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Term. This Agreement shall, unless extended or terminated by mutual agreement or as otherwise provided in this Agreement of the Parties, terminate upon the full and complete performance of all obligations and conditions precedent by the Parties.

Section 2. Definitions. For purposes of this Agreement, each of the following terms will have the meaning set forth herein unless the context clearly indicates otherwise:

"Affiliates" means any other entity directly or indirectly controlled by or under direct or indirect common control as the Developer. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such entity or any affiliate of such lender.

"DCAD" means the Dallas Central Appraisal District.

"Incentive" means the rebate of up to forty thousand dollars and no cents (\$40,000.00) of roadway impact fees actually paid by Developer and/or Affiliates to the City related to new real property improvements constructed on the Site.

"Program" means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 and this Agreement to promote local economic development and stimulate business and commercial activity within the City.

"Project" has the meaning described in the recitals to this Agreement.

"Property" has the meaning described in the recitals to this Agreement, as more particularly described in attached Exhibit A, which is incorporated herein by reference.

"Site" means the portion of the Property identified as Lot 1R, Block 1, of the Replat of All of Tract 1, McCree Industrial District Addition, and will be the site on which the Project will be constructed. The Site is more specifically described on Exhibit A, which is incorporated herein by reference.

Section 3. Developer’s Obligations. In consideration of the City’s participation in the Program, the following are conditions precedent to the City’s payment of the Incentive under this Agreement:

(A) *Performance Obligations.* Developer shall construct, or caused to be constructed, the Project on the Site. The City and Developer acknowledge and agree that, for purposes of this Agreement, in addition to the conditions precedent enumerated below, Developer shall not be eligible for any Incentive, unless and until Developer obtains a Certificate of Occupancy for the Project on the Site.

(B) *Property Occupation and Operation.* Developer (and/or an Affiliate or permitted assignee of Developer) agrees to maintain and operate, or to lease the Site to tenant(s) for the occupation and operation of, a cold storage facility on the Site for the six-year period beginning in tax year 2024 and continuing through tax year 2029.

(C) Following Developer (and/or an Affiliate) obtaining a Certificate of Occupancy for the Project, Developer may request the payment of the Incentive from the City.

(D) *Tax Protests.* Developer agrees that by submitting to the City a request for the payment of an Incentive rebate payment, the Developer has agreed that for the tax year 2024: (i) Developer and Affiliates have or will agree to the DCAD assessed tax values and the City’s tax rate and procedures without further protest or challenge; and (ii) neither Developer nor Affiliates will make any claim for a refund, repayment, or reduction of those taxes after settling on any appealed tax assessments or bills from any source, including the City. Notwithstanding any other provision of this Agreement to the contrary, no Incentive rebate payment shall be due if Developer or Affiliate protest the assessed value or contests the ad valorem real property tax (including improvements) for tax year 2024.

(E) *“Furthering Garland Recognition and Pride”.* Developer acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that it is important to the City in that regard that Garland receive recognition for its efforts. In its communications, branding, marketing, and promotions throughout the term of this Agreement, the Developer shall recognize that its Project is located in Garland, Texas rather than “in the Dallas area” or similar non-Garland specific descriptors.

Section 4. City’s Obligations.

(A) Subject to the terms and provisions of this Agreement, the City agrees to reimburse Developer a portion of Developer and Affiliates roadway impact fees actually paid to the City for the Project, in the form of the Incentive payment, in accordance with the terms and conditions of this Agreement. Specifically, the City agrees to rebate the roadway impact fees actually paid by Developer for the Project once a final certificate of occupancy has been issued for the new building on the Site. Notwithstanding any other provision contained herein to the contrary, the City is not obligated to reimburse Developer or Affiliates for an amount greater than Forty-Five Thousand Dollars and No Cents (\$45,000.00) of the roadway impact fees actually paid by the Developer and Affiliates and received by the City for the Project.

Section 5. Force Majeure. All obligations of Developer and City shall be subject to events of “force majeure” which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor. **Notwithstanding any other provision to the contrary, tax valuations, as determined by DCAD, are not subject to, and expressly excluded from, events of “force majeure.” DCAD tax valuations are strictly subject to the sole determination of DCAD, without regard to any event, contingency, or cause beyond the control of either Party.**

Section 6. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- (A) The masculine shall include the feminine and neuter.
- (B) References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this Agreement.
- (C) The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.
- (D) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.
- (E) Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.
- (F) Use of the words “include” or “including” or similar words shall be interpreted as “including but not limited to” or “including, without limitation.”
- (G) The recitals to this Agreement are incorporated herein.

Section 7. Remedies. Unless a specific remedy and associated cure period (such as recapture of an amount paid as the Incentive) is set forth elsewhere in this Agreement, in the event of event of default hereunder by Developer or its Affiliates, the City, as its sole remedy, may terminate all commitments of City under this Agreement after providing the Developer written notice of such default and 90 days to cure such default. If any event of default by the City exists, Developer shall provide written notice of such default to the City; then, the City shall have 90 days to cure such default. In the event the City is not able to cure such default, Developer and Affiliates may pursue such remedies available to it by law or equity, including, specific performance. The City and Developer hereby agree that Section 271.152 of the Texas Local Government Code (relating to a limited waiver of immunity to suit for certain claims) applies to this Agreement regardless whether this Agreement is construed as a governmental or proprietary act of the City.

Section 8. Dispute Resolution and Step Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows:

(A) Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(B) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

(C) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective

obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

Section 9. Jurisdiction and Venue. City and Developer (and any Affiliate of Developer to which this Agreement is assigned pursuant to Section 13 hereof), to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Section 10. Audits. The City has the right, at its sole expense, during normal working hours and upon thirty days' written notice, to examine copies of the relevant portions of the records of the Developer (and any Affiliate of Developer to which this Agreement is assigned pursuant to Section 13 hereof) to the extent reasonably necessary to verify the accuracy of any invoice, charge or calculation made pursuant to this Agreement within the twelve-month period immediately preceding such notice. The City shall not have the right to conduct such an audit more than once during any given twelve-month period.

Section 11. Accommodation of Financing Parties. To facilitate Developer obtaining of financing to construct and operate the Project, City shall make governmentally reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third-party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties.

Section 12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 13. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; not to be unreasonably withheld, conditioned or delayed; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or Affiliate of Developer. Further, without the City's consent, Developer may enter into a collateral assignment of this Agreement in connection with any financing of the Project. For purposes

of this Agreement, performance by a successor or an Affiliate of Developer, or performance by a party with whom Developer or its Affiliates contract shall be deemed to be performance by Developer.

Section 14. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 15. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 16. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted email transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via email transmission, or as applicable, deposited with the express mail service, or courier, for delivery the next business day or when delivered by United States Postal Service. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:
City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland Texas 75046-9002
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

If to Developer:
Scout Cold Storage Dallas, LP
2655 LeJeune Road, P2E
Coral Gables, FL 33134
Attn: Dan Marcus
Phone: 305-903-8405
Email: dan.marcus@scoutcold.com

With a required copy to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Scout Cold Storage Dallas, LP
2655 LeJeune Road, P2E
Coral Gables, FL 33134
Attn: Margarita Martinez Miguez
Email: Margie.Miguez@scoutcold.com

Economic Development Director
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-3800

Fax: (972) 205-3801

Section 17. Employment of Undocumented Workers. During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), and the Developer shall repay the amount of the Annual Grants and any other funds received by the Developer from the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section in relation to any workers employed by a subsidiary, affiliate, or franchisee of the Developer or by a person or entity with whom the Developer contracts.

Section 18. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 19. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 20. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date. Delivery of an executed counterpart of this Agreement by electronic transmission (including via DocuSign) in Portable Document Format ("**PDF**") shall be equally effective as delivery of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

EXECUTED and effective as of the . day of _____, 2024.

DEVELOPER

Scout Cold Storage Dallas, LP, a Delaware limited partnership

By: _____
Vincent Signorello, Authorized Signatory

CITY

City of Garland, a Texas home-rule municipality

By: _____
Judson Rex
City Manager

Date Executed: _____

Exhibit A – Site Property Description

Lot 1R, Block 1, of the McCree Industrial District Addition Second Replat, recorded on November 28, 2022, in the Plat Records, Document Number 2022-202200301759, being a Replat of all of Tract 1 McCree Industrial District Addition (Volume 72136, Page 474, D.R.D.C.T) and all of Lot 2, Block 1 McCree Industrial District Addition Replat of Tract II (Instrument No. 201400250227, P.R.D.C.T).



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

9.

Meeting Date: 05/21/2024

Title: Request for Development Assistance from Wells Fargo Bank, NA

Submitted By: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base

Issue/Summary

Council is requested to consider approving the Incentive Agreement with Wells Fargo Bank, NA to invest and lease in a data center being developed by Digital Realty.

Background

Wells Fargo Bank, NA plans to acquire a leasehold and to invest a significant amount of equipment into the facility being developed by Digital Realty near the intersection of Holford and TX190. They will be the sole tenant of a new 178,762 square foot data center at 805 Holford Rd. They plan to make a minimum capital investment of approximately \$150 Million in new equipment. There are three phases planned, with two additional building expansions past the initial construction within a 10 year period, each with additional equipment anticipated.

Consideration / Recommendation

Approval of the incentive agreement with Wells Fargo Bank, NA. Agreement includes a rebate of taxes associated with new business personal property "BPP" of 40% for 4 years per phase with up to 3 phases of rebates for new equipment installed at the site between 2025-2035 tax years. Additionally, it includes a sales tax rebate of 40% for the years 2025-2028 in any year that the developer exceeds \$20 million in purchases made at the site.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN THE CITY OF GARLAND AND WELLS FARGO BANK, NA

This **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** (“Agreement”) is made by and between the **City of Garland**, a Texas home-rule municipality (“City”), and **Wells Fargo Bank, NA**, a South Dakota corporate fiduciary (“Developer”), acting by and through their respective authorized officers.

RECITALS:

Developer and the City each acknowledge and agree that the following recitals are true and correct and that the same is a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located within the City that will increase tax revenue and promote or develop new business enterprises through Economic Development Agreements as authorized by Chapter 380 of the Texas Local Government Code;

WHEREAS, the Developer and City agree that the Developer shall acquire a leasehold interest in and develop 178,762 square feet as a qualified occupant of a facility at 805 Holford Road to be called the Digital Realty Garland Data Center (the “Development”); that shall include significant amounts of new business personal property (“BPP”) installed;

WHEREAS, the Developer agrees to make an initial Capital investment of approximately \$150 million into the Development;

WHEREAS, the Development will have a direct and positive economic benefit to the City;

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to further improve the land is an agreement by the City to provide an Economic Development grant to the Developer as set forth herein;

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide an economic development program, which may include certain grants of public funds, to stimulate business and commercial activity within the City;

WHEREAS, City hereby finds that this Agreement promotes economic development in the City and, as such, meets the requisites under Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code and qualifies for an Economic Development Program, and further, is in the best interests of the City;

WHEREAS, the City wishes to provide an Economic Development grant to the Developer to assist in the economic development of the City by reimbursing the Developer up to forty percent (40%) of BPP taxes and forty percent (40%) of Sales tax paid by the Developer within the City of

Garland, exclusive of sales tax for electrical utility service, for the Development as set out by phases of development below; and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an Economic Development grant to the Developer as set forth in this Agreement is matching the City's Economic Development goals and will: (i) help accomplish the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City;

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Definitions:

“Letter of Completion” means a letter issued by the City to the Developer upon the determination made by the City Building Official that the core and shell of real property improvements on the Property have been completed in compliance with applicable local, state, and federal law and regulations, including, but not limited to plumbing, electrical, mechanical, energy-related components, sidewalks, landscaping, parking lots, drainage, water, sewer, screening walls, fire hydrants, and lanes, and approved by applicable City officials.

“DCAD” means the Dallas Central Appraisal District or its successor.

“Development” has meaning described within the Recitals of this Agreement.

“Incentive” means the City's reimbursement, upon certain conditions, of up to forty percent (40%) of the BPP taxes and forty percent (40%) of the Sales taxes paid by the Developer for this Development to the City.

“Party” means either the City or the Developer, and “Parties” means, collectively, the City and the Developer.

“Program” means the Economic Development Program for this Development as established by the City according to Texas Local Government Code Chapter 380 and this Agreement to promote local economic development and stimulate business and commercial activity within the City.

“Property” means the 178,762 square foot leasehold location at 805 Holford Road in the City of Garland, Dallas County, Texas, and more particularly described and referenced in this Agreement as “Exhibit A,” and attached to this Agreement.

“Target Assessed Value” is the minimum tax valuation, as established by the Dallas Central Appraisal District, to receive full Incentives under this Agreement as follows:

- For each phase, I through III, respectively: not less than Seventy-Five Million Dollars and Zero Cents (\$75,000,000.00) new and separate total market value in

aggregate for BPP as the initial investment for the respective phase and year one value, as determined by the Dallas Central Appraisal District through a separate and distinct DCAD account number for each respective phase. Developer and City recognize that the assessed BPP value will depreciate following year one of its installation. To remain the Target Assessed Value to receive full Incentives hereunder, during any subsequent year to year one of any phase, the value shall not fall below the standard depreciation value.

“Term” has the meaning given such term in Section 2 of this Agreement.

Section 2. Term. This Agreement shall, unless extended or terminated in writing by a mutual agreement executed by both parties, or as otherwise provided in this Agreement of the Parties, terminate either upon the complete performance by the Parties of all obligations and conditions within this Agreement or on December 31, 2036 subject to Section 3(A)(the “Termination Date”).

This Agreement shall be effective (“Effective Date”) as of the date of the last Party to execute this Agreement.

Section 3. Developer’s Obligations.

(A) Developer shall construct the Development on the Property, which is anticipated to be completed in three phases; and upon completion of each phase of the Development, the Developer must achieve the Target Assessed Value for the Development, as defined in Section 1 of this Agreement.

(B) Developer shall construct its leased space for the Development and have received a Certificate of Occupancy for Phase I on or before **December 31, 2025, or else this Agreement automatically terminates.**

(C) It is expected that Developer shall have completed the permitting process on the Development for Phase I by December 31, 2024.

(D) Developer shall submit to the Economic Development Director of the City the following documentation, as a condition precedent to qualify for the reimbursement portions of the Incentive related to the completed phase:

(1) a copy of Certificate of Occupancy issued by the City having a date issued for space leased by Developer that is on or before December 31, 2025, which is the date the Developer is required to obtain the Certificate of Occupancy;

(2) a copy of the receipt for payment, a unique sales tax permit number with report of quarterly payments, or other evidence suitable to the City establishing that the Developer paid at least One Million Six Hundred Fifty Thousand Dollars and Zero Cents (\$1,650,000.00) in total sales tax in the City of Garland during each respective calendar year of 2025 through 2028, excluding any sales tax paid on electrical charges to the City of Garland, of the Development and related thereof; and

(3) a certified valuation from DCAD establishing that the taxable non-exempt assessed value for the BPP meets or exceeds the Target Assessed Value.

If Developer meets or exceeds the Target Assessed Value for BPP in each four-year phase, it shall be entitled to a rebate of forty percent (40%) of the BPP tax paid for up to the subsequent four years, up to the Termination Date of this Agreement. The following chart is provided by way of example only; the starting tax year of any respective phase shall be upon the provision by Developer to City of the DCAD valuation under a new and unique account number of at least Seventy-Five Million Dollars (\$75,000,000.00) of BPP valuation:

Sample BPP Tax Rebate Schedule and Valuation				
Tax Year	BPP #1	BPP #2	BPP #3	Percent Rebate
2025	\$ 75,000,000.00			40% BPP#1
2026	\$ 67,500,000.00			40% BPP#1
2027	\$ 65,250,000.00			40% BPP#1
2028	\$ 64,500,000.00	\$ 75,000,000.00		40% BPP#1 40% BPP#2
2029	\$ 58,500,000.00	\$ 67,500,000.00		40% BPP#2
2030	\$ 54,000,000.00	\$ 65,250,000.00	\$ 75,000,000.00	40% BPP#2 40% BPP#3
2031	\$ 50,250,000.00	\$ 64,500,000.00	\$ 67,500,000.00	40% BPP#2 40% BPP#3
2032	\$ 46,500,000.00	\$ 58,500,000.00	\$ 65,250,000.00	40% BPP#3
2033	\$ 41,250,000.00	\$ 54,000,000.00	\$ 64,500,000.00	40% BPP#3
2034	\$ 37,500,000.00	\$ 50,250,000.00	\$ 58,500,000.00	
2035	\$ 34,500,000.00	\$ 46,500,000.00	\$ 54,000,000.00	

Notwithstanding anything to the contrary, if Developer begins Phase II or III within four (4) years of the Termination Date of this Agreement, this Agreement shall not be automatically extended, and City is only obligated to provide any incentive through the Termination Date. Nothing herein shall automatically extend the Termination Date of this Agreement.

Section 4. City’s Obligations.

(A) As specified in Section 3 above, Developer shall construct the Development on the Property, and must achieve the Target Assessed Value for the BPP, as defined in Section 1 of this Agreement.

- (i) Contingent upon the completion of the Developer’s obligations set forth in Section 3 of this Agreement, by the deadlines listed for therein, and the payment by Developer of at least One Million Six Hundred Fifty Thousand Dollars and Zero

Cents (\$1,650,000.00) in total sales tax in the City of Garland during each calendar year 2025 through 2028, excluding any sales tax paid on electrical charges to the City of Garland, the City shall pay as a rebate to Developer the amount of forty percent (40%) of the actual amount of sales tax paid within each respective calendar year in the City of Garland, excluding any sales tax paid on electrical charges to the City of Garland, ninety (90) days after receipt of the aforementioned documentation.

- (ii) Further, upon completion of the Developer's obligations set forth in Section 3 of this Agreement, by the deadlines listed for therein, and receipt of the DCAD valuation showing a starting BPP value of at least Seventy-Five Million Dollars and Zero Cents (\$75,000,000.00) new and separate total market value in aggregate for BPP, the City shall pay as a rebate to Developer the amount of forty percent (40%) of the BPP tax paid within a given year within ninety (90) days after receipt of aforementioned documentation for up to four (4) years from the initial tax year of the respective phase. Nothing in this Agreement shall extend any City obligation to Developer beyond the Termination Date of this Agreement.

Section 5. Source of Funds. The monetary portion of the Incentive shall be paid only from the Sales tax revenue and BPP tax revenue, respectively, actually received in hand by the City from the Developer. Notwithstanding any other provision contained herein to the contrary, the City shall not owe Developer any amount or other thing of value in excess of forty percent (40%) of either the Sales tax revenue or of the BPP tax revenue received in hand by the City and paid by the Developer for this Development. No other source of funds shall be provided for the payment of the Incentive.

Section 6. Valuation Assessment. Developer agrees that by submitting to the City a request for the payment of any of the Incentive under this Agreement, the Developer has (i) fully and finally agreed to the final DCAD assessed tax values and the City's tax rate and procedures on which the assessed value of the Development is or will be based without protest or challenge from Developer; (ii) will not make any claim for a refund, repayment, or reduction of those taxes from any source, including the City; and (iii) will not claim or accept any exemption from ad valorem taxes, prior to the date of termination of this Agreement.

Section 7. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well-known and generally accepted technical or trade meanings are used herein per such recognized meanings. In addition, the following rules of interpretation shall apply:

- (A) References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.

(B) The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

(C) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

(D) Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify, or take similar action concerning a matter, such determination, requirement, specification, or similar action shall be reasonable.

(F) Use of the words “include” or “including” or similar words shall be interpreted as “including but not limited to” or “including, without limitation.”

(G) The recitals to this Agreement are incorporated herein.

Section 8. Dispute Resolution and Step Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows:

(A) Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Representatives of each of the Parties shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (“30”) days from the referral of the dispute to such representatives, or if no meeting of such representatives has taken place within fifteen (“15”) days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days’ notice of such intention and may also be accompanied by an attorney. All negotiations according to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence. Each Party will bear its own costs for this dispute resolution phase.

(B) If any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved by the procedures set forth in Section 8 (A), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such a longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

(C) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely to secure a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm.

Section 9. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas, and any appellate court thereof; (ii) waive any objection which either may have to the laying of the venue of any proceeding brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Section 10. Accommodation of Financing Parties. To facilitate the Developer's obtaining of financing to construct and operate the Development, City shall make governmentally reasonable efforts to provide such consents to assignments, certifications, representations, information, estoppels, or other documents as may be reasonably requested by the Developer or the Developer's financing parties in connection with the financing of the Development; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information, estoppel, or other documents, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks, or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented out-of-pocket third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution, or delivery of any documents requested by Developer or the financing parties.

Section 11. Entire Agreement. This Agreement and its Exhibits constitute the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

Section 12. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City.

Section 13. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory of each Party.

Section 14. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 15. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either Party or its counsel in person, via express mail service, courier, or receipted facsimile transmission (but only if duplicate notice is also given via express mail service, courier or certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given according to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person or next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, when deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland Texas 75046-9002
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

If to Developer:

Wells Fargo Bank, NA
1755 Grant St.
Concord, CA 94520
Attn: Fabrizio Galli
Phone: 972-303-8741

With a required copies to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Economic Development Director
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801

Section 16. Employment of Undocumented Workers. During the Term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Incentive paid to and received by Developer from and by the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section concerning any workers employed by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

Section 17. Non-Collusion. Developer represents and warrants that neither Developer nor any representative of Developer has given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any employee, agent, representative, or official of the City as an inducement to or to obtain the benefits to be provided by the City under this Agreement.

Section 18. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday, or a legal holiday generally recognized by banks in the State of Texas, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday, or legal holiday.

Section 19. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 20. No Recording. The Parties agree that neither this Agreement nor any memorandum of this Agreement will be recorded in the real property records of Dallas County, Texas, though any deeds and Right of First Refusals contemplated herein shall be.

EXECUTED and EFFECTIVE as of the ____ day of _____, 2024.

DEVELOPER
Wells Fargo Bank, NA,
a South Dakota corporate fiduciary

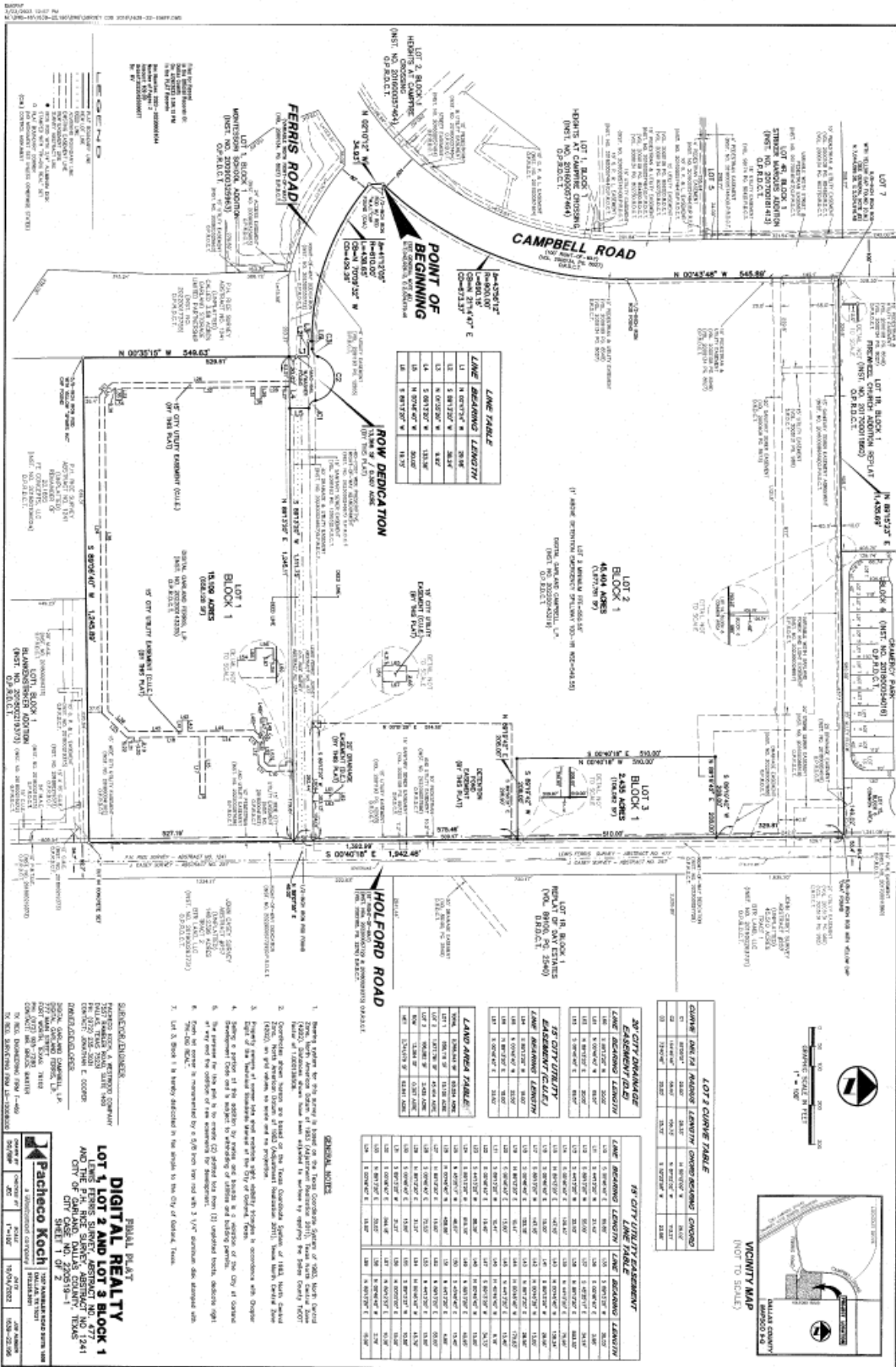
By: _____
Name: _____
Title: _____
Date Execute: _____

CITY
City of Garland, a Texas home-rule municipality

By: _____
Judson Rex
City Manager
Date Executed: _____

EXHIBIT "A"
Property Legal Description

Being a 178,762 square foot leasehold estate situated within Lot 1, Block 1, of Digital Realty, an Addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 202300081044, of the Official Public Records of Dallas County, Texas



Commercial Account #26141650010010000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2024)

Address: 1505 FERRIS RD
Market Area: 0
Mapsc0: 9-U (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

[2024 Current Appraisal Notice](#)
[uFile Online Protest](#)
[Electronic Documents \(ENS\)](#)



[Print Homestead Exemption Form](#)



[Print/Mail Account Protest Form](#)

Owner (Current 2024)

DDI GARLAND LLC
 2323 BRYAN ST STE 1800
 DALLAS, TEXAS 752012607

Multi-Owner (Current 2024)

Owner Name	Ownership %
DDI GARLAND LLC	100%

Legal Desc (Current 2024)

- 1: DIGITAL REALTY
 - 2: BLK 1 LT 1 ACS 15.109
 - 3:
 - 4: INT202400042351 DD03012024 CO-DC
 - 5: 1416500100100 2CG14165001
- Deed Transfer Date:** 3/1/2024

Value

2024 Proposed Values	
Improvement:	\$15,840,500
Land:	+ \$4,771,570
Market Value:	= \$20,612,070
Revaluation Year:	2024
Previous Revaluation Year:	2023



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session

10.

Meeting Date: 05/21/2024

Item Title: Conduct the Swearing In of Council Member for District 4

Submitted By: Tracy Allmendinger, Deputy City Secretary

Summary of Request/Problem

Conduct the swearing in of Council Member for District 4.

Recommendation/Action Requested and Justification

Conduct the swearing in of Council Member for District 4.



GARLAND

PLANNING REPORT

City Council Regular Session

11. a.

Meeting Date: 05/21/2024

Item Title: Z 24-07 Mechu Autos Limited Company (District 6)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of 1) a Specific Use Provision for an Automobile Sales, New or Used Use on a property zoned Industrial (IN) District and 2) a Plan for an Automobile Sales, New or Used Use.

LOCATION

702 Easy Street

OWNER

Judge Randall Isenberg

PLAN COMMISSION RECOMMENDATION

On April 22, 2024, the Plan Commission, by a vote of six (6) to zero (0), recommended denial of 1) a Specific Use Provision for an Automobile Sales, New or Used Use on a property zoned Industrial (IN) District and 2) a Plan for an Automobile Sales, New or Used Use.

STAFF RECOMMENDATION

Denial of 1) a Specific Use Provision for an Automobile Sales, New or Used Use on a property zoned Industrial (IN) District and 2) a Plan for an Automobile Sales, New or Used Use.

Staff finds the request does not align with the Comprehensive Plan and Economic Development Strategic Plan.

BACKGROUND

The site contains an existing 6,000 square-foot building. The applicant proposes to use 3,050 square feet of the building for automobile sales.

The applicant will sell a maximum of six (6) cars that will be stored inside the building.

SITE DATA

The subject property contains 0.45 acres and is accessed from Easy Street. It should be noted that 3,050 square-foot of the building belongs to 702 Easy Street and 2,950 square-foot belongs to 704 Easy Street.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Industrial (IN) District. The Industrial (IN) district is intended to provide for a wide range of industrial uses that are generally not compatible adjacent to residential neighborhoods and may or may not be compatible with some nonresidential uses. Such uses include manufacturing, processing, assembling, research and development, and warehousing and distribution.

A Specific Use Provision (SUP) is required for Automobile Sales, New or Used in this zoning district. The GDC defines this as "Retail sales of new or used automobiles. The term includes the following incidental uses: major and minor vehicle repairs, parts sales, on-site fuel tank(s) for use by the operation only (no retail fuel sales)."

CONSIDERATIONS

Planned Development:

1. The applicant requests to allow the Automobile Sales, New or Used Use, which requires a Specific Use Provision in the Industrial (IN) District.

The applicant will sell a maximum of six (6) used cars. The applicant has indicated that cars for sale will be stored inside the building.

2. The site plan (Exhibit C) meets the parking requirement. The outdoor surface parking located in front of and behind the building will be for customers and employees.
3. There are no site changes proposed with this request. Therefore, this request does not trigger any screening and landscaping standards or new building design standards.
4. The applicant requests the SUP to be valid of a time period of six (6) years. The SUP time period guide does not have a recommended time period for automobile sales.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Industry Center for the subject site.

Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.).

ECONOMIC DEVELOPMENT STRATEGIC PLAN

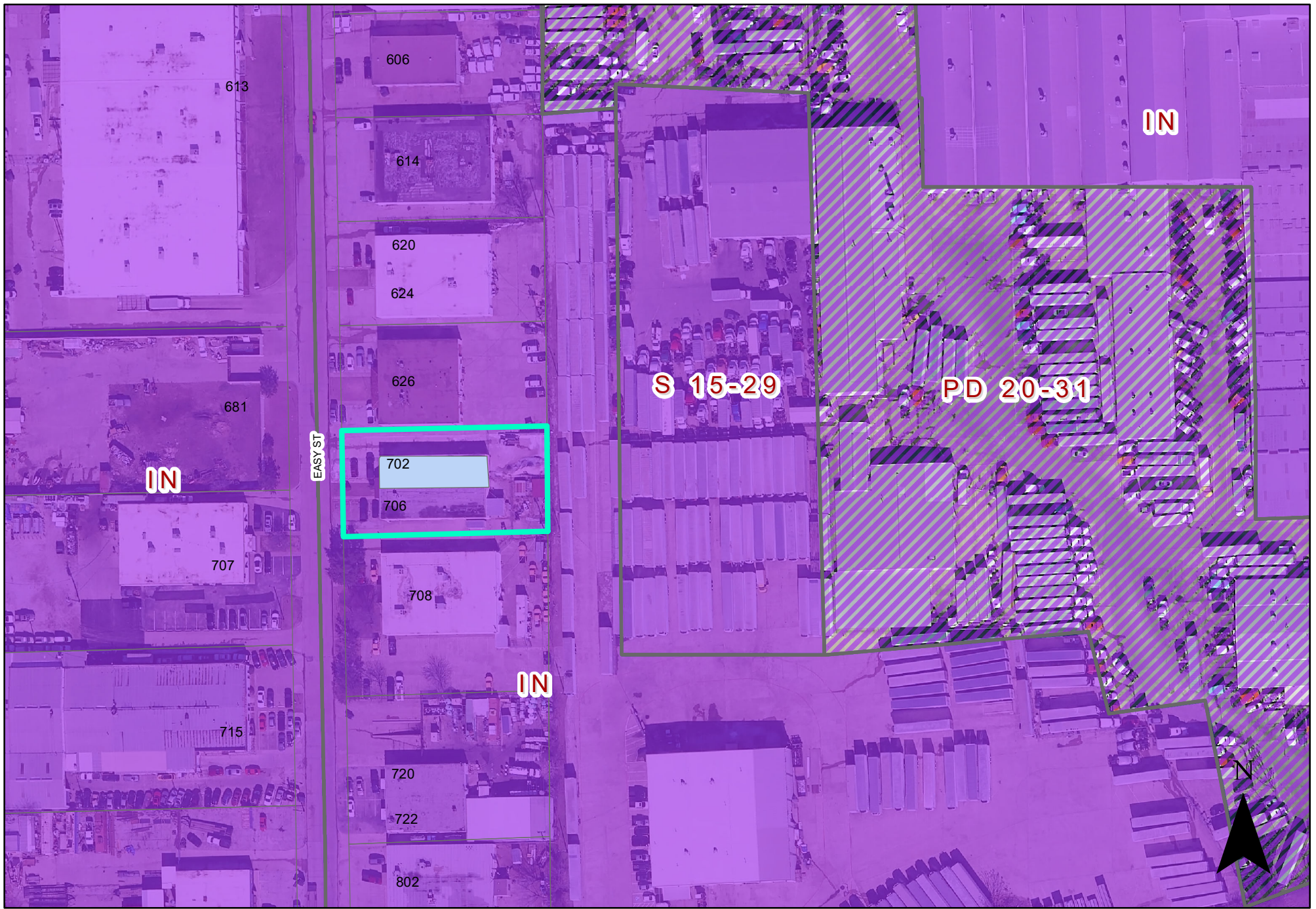
Per the Economic Development Strategic Plan, consideration should be given to whether adding automotive-related uses such as Automobile Sales that require zoning changes are the best use of land. The Plan recommends being selective on land use requests requiring re-zonings such as SUP's. The proposal would not be anticipated to add sales tax.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The subject property is located within a larger industrial area containing auto repair, HVAC repair services, and furniture repair.

Attachments

Z 24-07 Location Map
Z 24-07 SUP Conditions
Z 24-07 Exhibit
Z 24-07 R&M
Z 24-07 Responses
Z 24-07 Staff Presentation



702 Easy Street

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 24-07

702 Easy Street

I. Statement of Purpose: The purpose of this Specific Use Provision is to allow an Automobile Sales, New or Used Use.

II. Statement of Effect: This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of the Industrial (IN) District, and Site Development Standards as set forth in Chapter 2 and 4 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Abandonment: In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

For the purposes of this Specific Use Provision, Abandonment is any of the following acts:

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;
- C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;
- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or

F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

V. Specific Regulations:

A. Site Plan: The site shall be in general conformance with the approved Site Plan labeled Exhibit C.

B. Time Period: The Specific Use Provision shall have a time period of six (6) years.

C. Automobiles For Sale: A maximum number of six (6) automobiles shall be available for sale at a time and shall be stored inside the building.

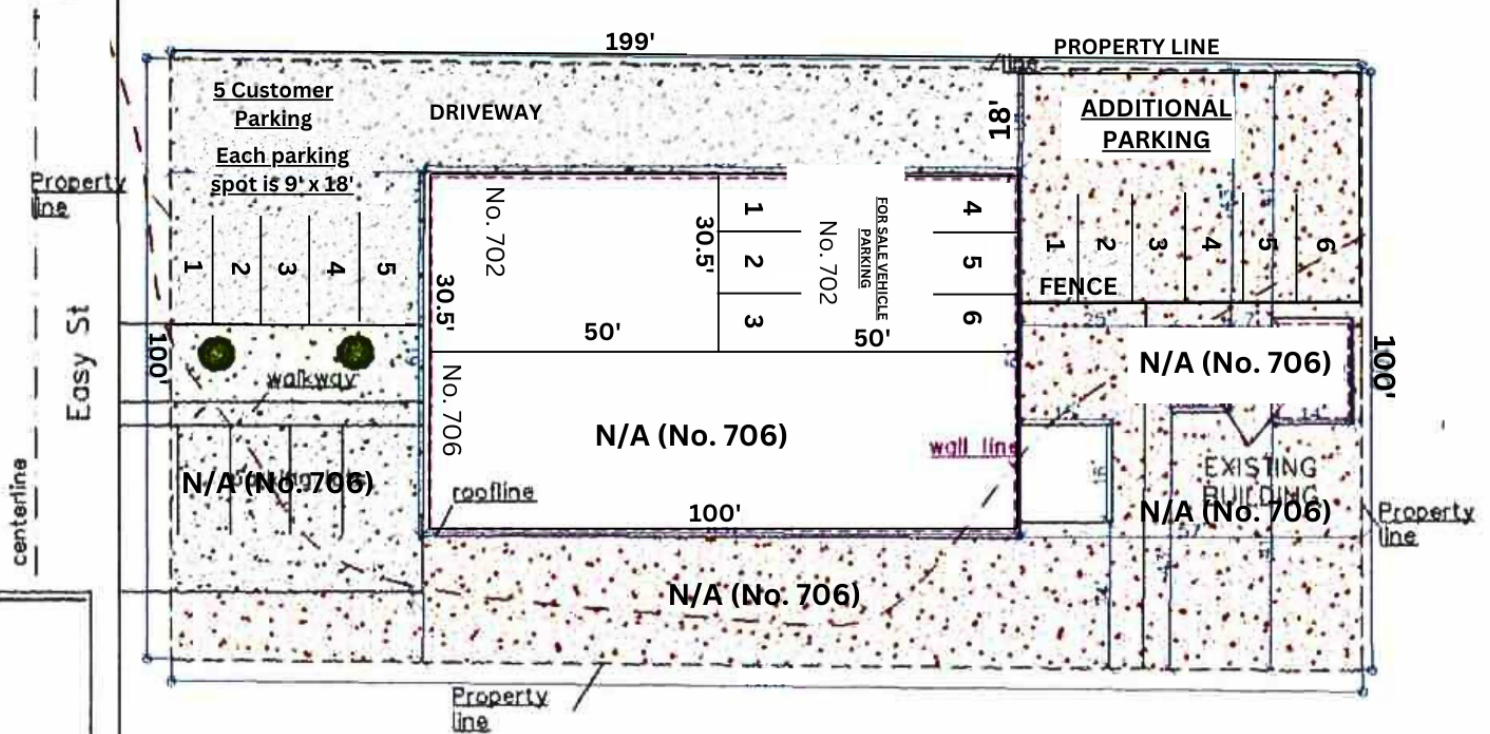
S I T E P L A N

702 Easy St
Garland, TX 75042

Parcel ID:
26000500000070000
Lot area: 0.45 Acres

**702 TOTAL SQFT:
3050'**

EXHIBIT C



VICINITY M
A P

REPORT & MINUTES

P.C. Meeting, April 22, 2024

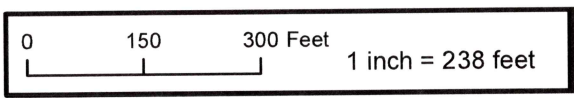
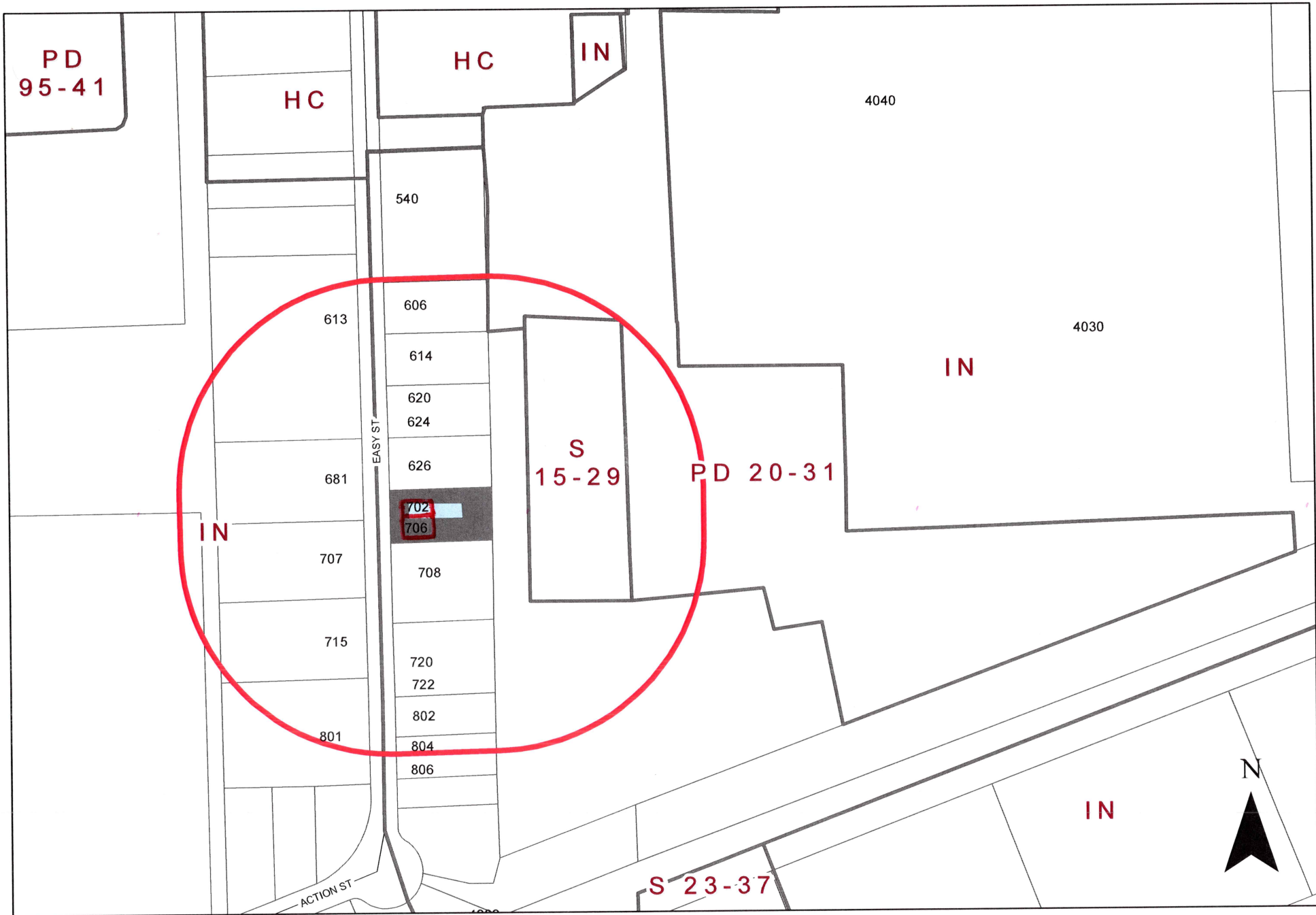
4a. DENIED Consideration of the application of **Mechu Autos Limited Company**, requesting approval of 1) a Specific Use Provision for an Automobile Sales, New or Used Use on a property zoned Industrial (IN) District and 2) a Plan for Automobile Sales, New or Used Use. This property is located at 702 Easy Street. (District 6) (File Z 24-07).

The applicant, Emeka Okoye, 702 Easy Street, Garland, TX, remained available for questions.

Commissioner Rose asked the applicant how they would control the amount of cars on the property since the request is for inside only.

The applicant explained that a maximum of six cars would be inside and no cars would be on the outside. The outside parking would only be for customers. The applicant further explained that on the front there is five customer spaces available and four additional spaces in the back.

Motion was made by Commissioner Dalton to close the public hearing and **deny** the application as presented. Seconded by Commissioner Rose. **Motion carried: 6 Ayes, 0 Nays.**



ZONING MAP Z 24-07

INDICATES AREA OF REQUEST
 INDICATES NOTIFICATION AREA
 INDICATES SUBJECT PROPERTY

702 Easy Street

Morales, Elisa

From: L Isenberg <harli1996@aol.com>
Sent: Monday, April 15, 2024 1:15 PM
To: Planning Group
Subject: CASE Z 24-07
Attachments: 706 EASY STREET GARLAND CO.pdf

Some people who received this message don't often get email from harli1996@aol.com. [Learn why this is important](#)

Please see the attached forms for 706 EASY STREET

As the owner of 702 Easy Street and 706 Easy Street, I am confident a Certificate of Occupancy should be granted for this tenant. The tenant will conduct a car sales business which is in accordance to the Garland City Planning rules.

Using the building for this purpose does not violate any of the ordinances or rules associated with the Garland properties as witnessed by the other businesses in the area.

Thank you
Randall Isenberg
214 2028833
6830 Prestonshire Lane
Dallas, Texas 75225

CAUTION: This email is from an external source. DO NOT click links or open attachments without verifying the sender. Never enter **USERNAME, PASSWORD or SENSITIVE INFORMATION** on linked pages from this email. If you are unsure about the message, please contact the **Help Desk at x7240** for assistance.

Comment Form

Case Z 24-07

Z 24-07 Mechu Autos Limited Company. The applicant proposes to use the existing building for automobile sales use. The site is located at 702 Easy Street. (District 6)

Z 24-07 Mechu Autos Limited Company. El solicitante propone utilizar el edificio existente para la venta de automóviles. El sitio está ubicado en 702 Easy Street. (Distrito 6)

Z 24-07 Mechu Autos Limited Company. Người nộp đơn đề xuất sử dụng tòa nhà hiện có để làm nơi bán ô tô. Địa điểm tọa lạc tại số 702 Easy Street. (Quận 6)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

For / A Favor / Đúng

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Judge Randall Isenberg retired

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

706 Easy St

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Texas

City, State / Estado de la Ciudad / Thành bang

Zip Code / Código postal / Mã B u Chính

Judge Randall Blum Isenberg

Signature / Firma / Chữ ký

4-15-24
Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 24-07

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

I am in favor of Mechu Automotive getting the zoning change to get his C.O. There are numerous car lots in this area on Forest East and Sheppard – Some sell cars some repair cars and those have far more image than what Mechu proposes. He will only have a few cars as inventory and they will not be noticeable at all.



GARLAND
TEXAS MADE HERE

The applicant proposes an automobile sales use within an existing building.

City Council Meeting

May 21, 2024

Z 24-07

CASE INFORMATION

Location: 702 Easy Street

Applicant: Mechu Autos Limited Company

Owner: Judge Randall Isenberg

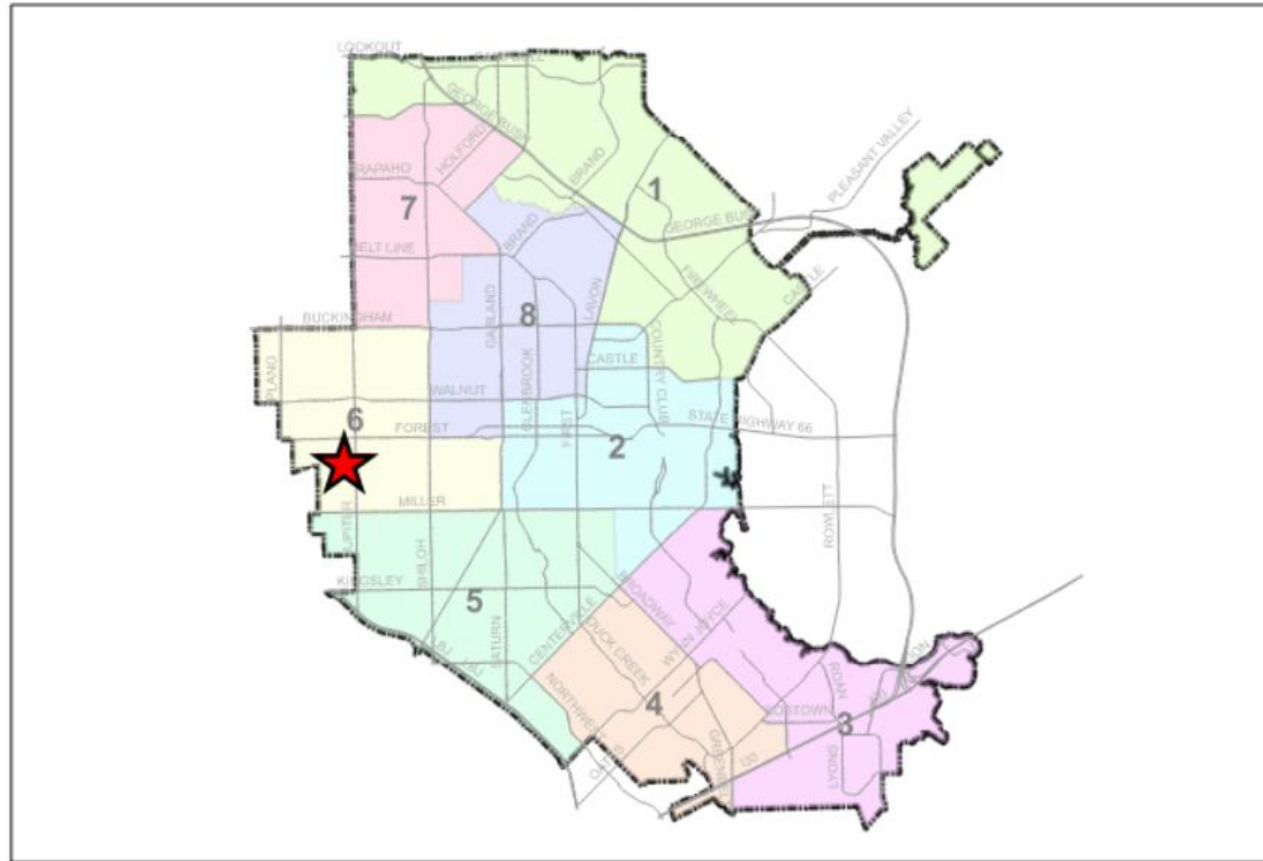
Acreage: 0.45 acres

Zoning: Industrial (IN) District



GARLAND
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CITYWIDE LOCATION MAP



0 1 2 Miles
1 in = 2 miles

ZONING MAP Z 24-06

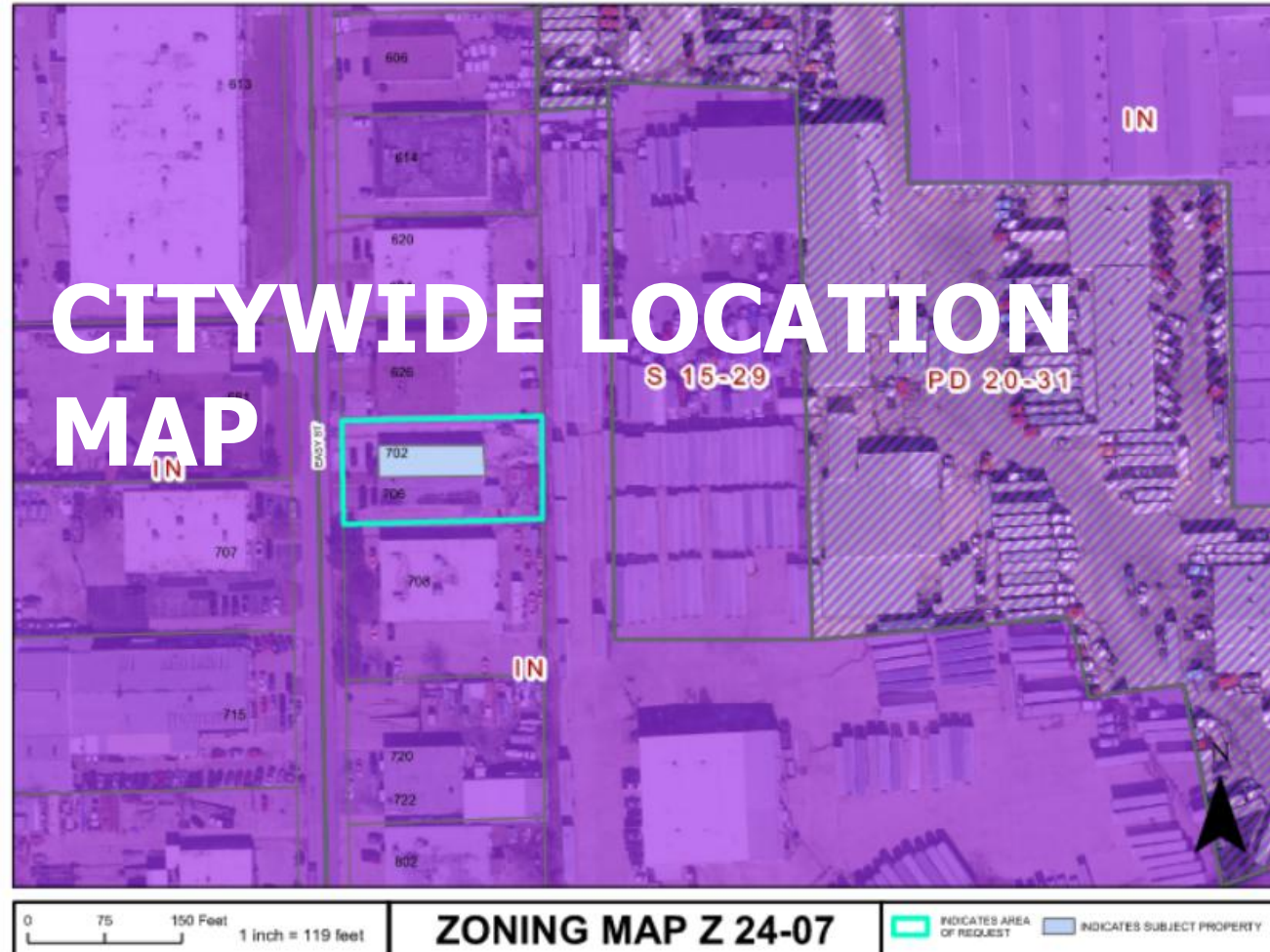
★ INDICATES AREA OF REQUEST

Z 24-07



GARLAND
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LOCATION MAP



702 Easy Street

Z 24-07



GARLAND
TEXAS MADE HERE

PHOTOS



View of the subject site from Easy Street



North side of the property

Z 24-07



GARLAND
TEXAS MADE HERE

PHOTOS



West side of the property



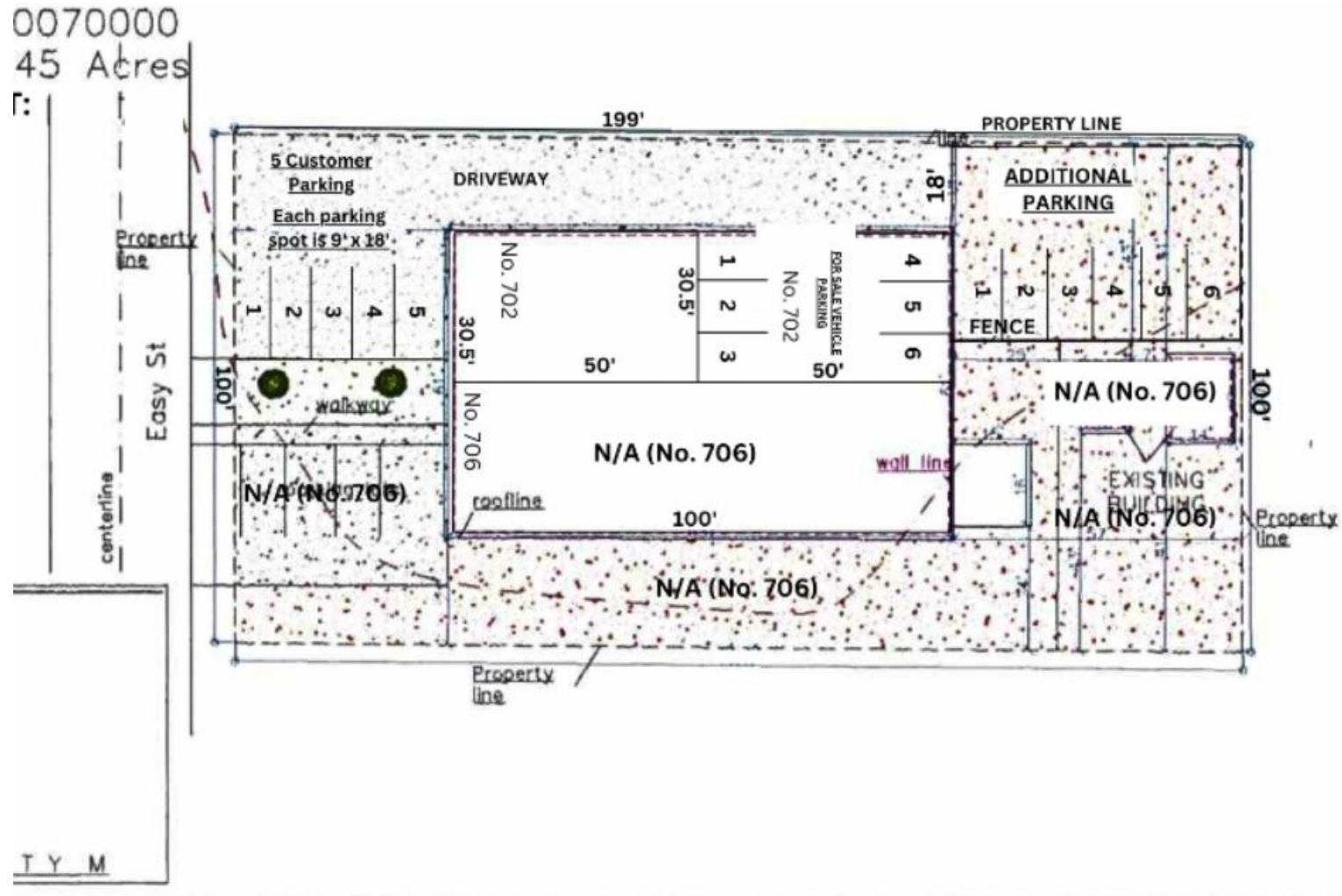
Inside the building where vehicles will be stored

Z 24-07



GARLAND
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SITE PLAN

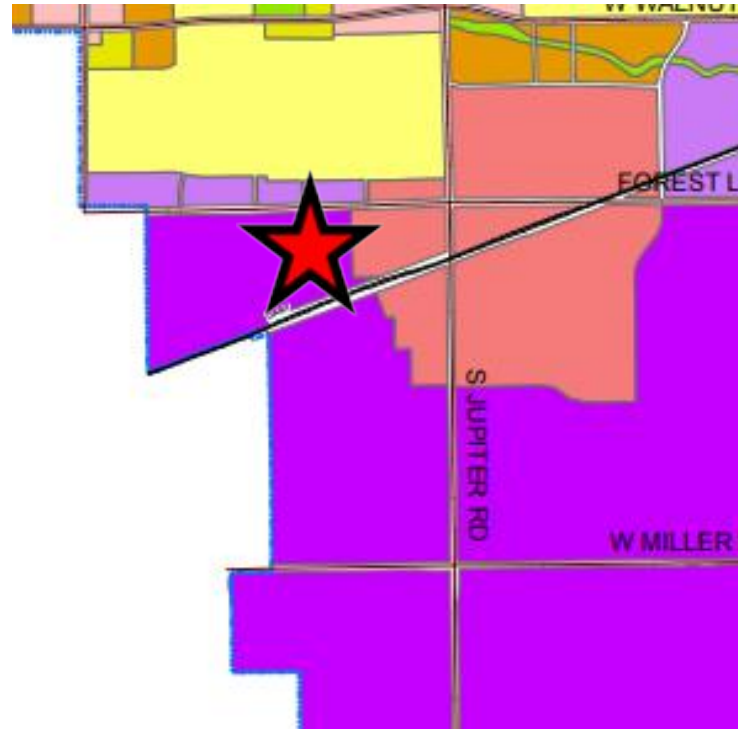


Z 24-07



COMPREHENSIVE PLAN

 *Industry Center*





COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Industry Center for the subject site.

Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.).



ECONOMIC DEVELOPMENT STRATEGIC PLAN

Per the Economic Development Strategic Plan, consideration should be given to whether adding automotive-related uses such as Automobile Sales that require zoning changes are the best use of land. The Plan recommends being selective on land use requests requiring re-zonings such as SUP's. The proposal would not be anticipated to add sales tax.



SPECIFIC USE PROVISION

- The applicant requests to allow the Automobile Sales, New or Used Use, which requires a Specific Use Provision in the Industrial (IN) District.
- The applicant will sell a maximum of six (6) used cars. The applicant has indicated that cars for sale will be stored inside the building.
- The applicant requests the SUP to be valid of a time period of six (6) years. The SUP time period guide does not have a recommended time period for automobile sales.



STAFF RECOMMENDATION

Denial of 1) a Specific Use Provision for an Automobile Sales, New or Used Use on a property zoned Industrial (IN) District and 2) a Plan for an Automobile Sales, New or Used Use.

Staff finds the request does not align with the Comprehensive Plan nor the Economic Development Strategic Plan.



GARLAND
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PLAN COMMISSION RECOMMENDATION

On April 22, 2024, the Plan Commission, by a vote of six (6) to zero (0), recommended denial of 1) a Specific Use Provision for an Automobile Sales, New or Used Use on a property zoned Industrial (IN) District and 2) a Plan for an Automobile Sales, New or Used Use.

Z 24-07



GARLAND
TEXAS MADE HERE





GARLAND

PLANNING REPORT

City Council Regular Session

11. b.

Meeting Date: 05/21/2024

Item Title: DD 24-02 Shana Carter (District 2)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of 1) a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code and 2) a Downtown Development Plan to allow an attached wall sign on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.

LOCATION

409 Main Street

OWNER

Robert Smith

PLAN COMMISSION RECOMMENDATION

On April 22, 2024 the Plan Commission, by a vote of six (6) to zero (0), recommended approval of 1) a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code and 2) a Downtown Development Plan to allow an attached wall sign on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.

STAFF RECOMMENDATION

Approval of 1) a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code and 2) a Downtown Development Plan to allow an attached wall sign on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.

BACKGROUND

The existing building is for "Roach Feed & Seed". The applicant requests to remove the existing awning sign and install a new sign on the wall above the awning. Due to the application's deviation from particular GDC Downtown Signage standards found in Chapter 7, Table 7-7 regarding attached wall signage, a Major Waiver is required through the public hearing process in order for sign permits to be issued.

SITE DATA

The subject site contains approximately 0.74 acres. The overall site has approximately 173 lineal feet of frontage along Main Street and 173 lineal feet of frontage along State Street.

USE OF PROPERTY UNDER CURRENT ZONING

The property is zoned within the Downtown Historic (DH) Sub-district of the overall Downtown (DT) District. The Downtown Historic (DH) Sub-district allows a variety of mixed uses. The applicant will not change the use of the building. The public hearing Major Waiver process is triggered due to the size of wall signage request.

CONSIDERATIONS

1. Wall Sign

The following table summarizes the request:

Development Standard	Required	Proposed
Wall Sign	Per the GDC, maximum size is 30 square feet if located 12 feet or higher above grade.	<p>The proposed sign will be located 14 feet above and the proposed size is 72 square feet and will be illuminated. It should be noted the existing sign is 72 square feet.</p> <p>The sign is intended to serve as the primary building signage. The wall sign would be elevated to help with visibility.</p>

- The applicant states, "We have chosen to maintain the traditional look of our store front sign but are adding a new flare of light and a relocation from the awning to the actual building. This should allow for better visibility and blending of our look to the updated views of downtown Garland."
- The intent of the Downtown (DT) District is to create a pedestrian-oriented area in context with the current Downtown. The Downtown (DT) District combines minimum and maximum specifications and standards for site layout, building design, and streetscape. One of the flexibility mechanisms in the Downtown (DT) District is the option of Major Waivers, which allow relief from the standards of the District.

Section 7.30(C) of the GDC states that Major Waivers are material and substantial changes to the design standards in the DT District, or changes which may initially appear to be in conflict with the goals and intent of this district, including possible standards changes to land uses in the Downtown sub-districts. Major Waivers may be approved by the City Council, following a recommendation by the Planning Director and the Plan Commission. In order to approve a Major Waiver, the City Council findings are listed as follows:

- Meets the general intent of this district; and
- Will result in an improved project which will be an attractive contribution to the Downtown District.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Community Centers for the subject property. Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment

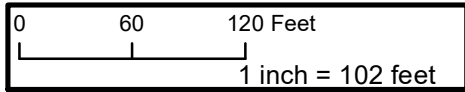
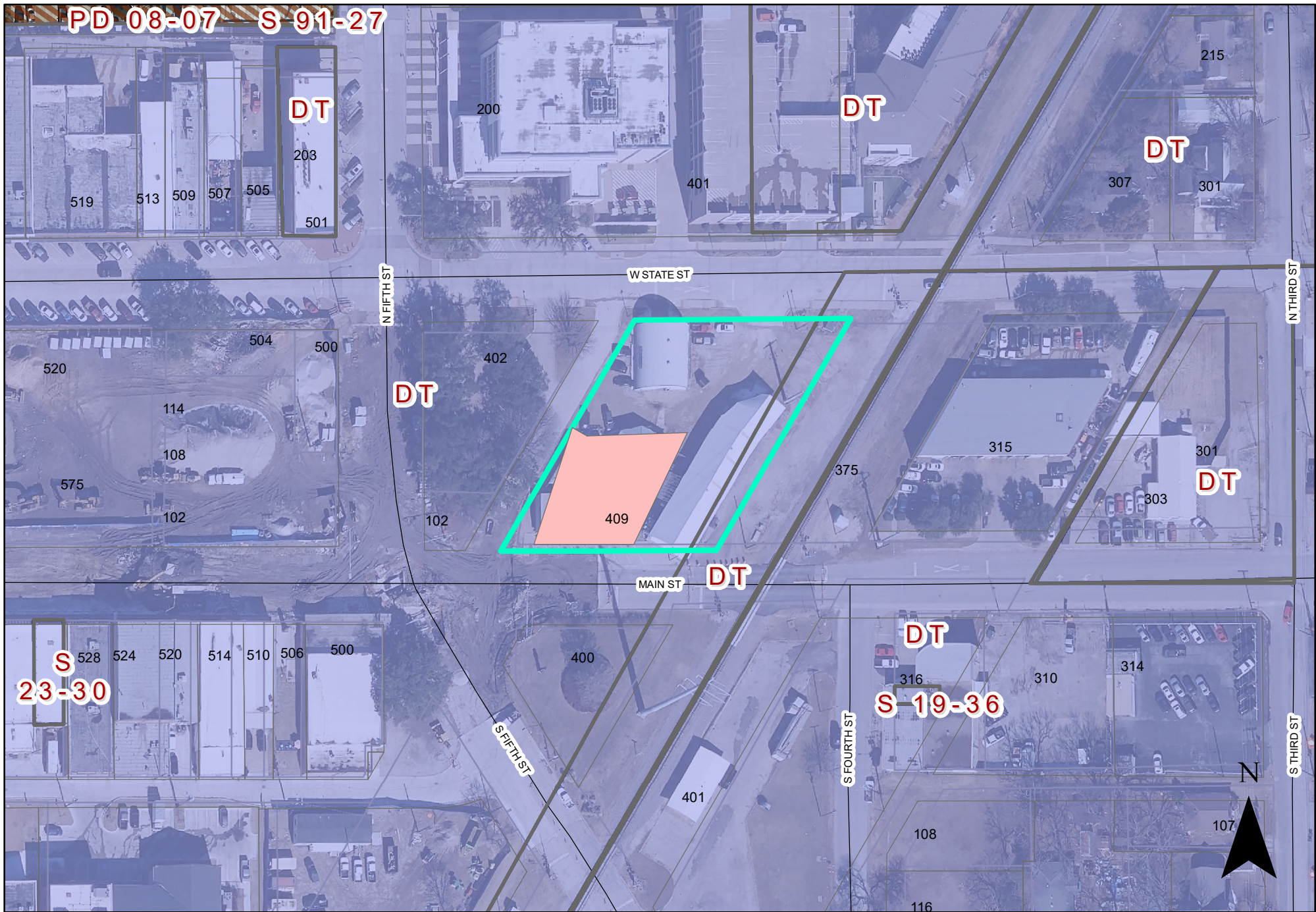
In addition, the Garland Cultural Arts Master Plan Strategy 5.1 [Foster Relationships with the Business Sector] encourages creative signage. Further, it states, "Following the exception made for Downtown Garland, develop a signage variance that allows for creative signage that provides an opportunity for private businesses to contribute to the visual vibrancy of the City."

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES



The surrounding properties are located in the Downtown (DT) District, particularly in the Downtown Historic (DH) Sub-District. These properties are developed with an array of land uses including retail, personal services, and office uses. Other existing business signage in this area includes awning/canopy signage, wall signs, and freestanding signs.

Attachments

- DD 24-02 Location Map
 - DD 24-02 Exhibits
 - DD 24-02 R&M
 - DD 24-02 Responses
 - DD 24-02 Staff Presentation
-



DOWNTOWN DEVELOPMENT PLAN DD 24-02

 INDICATES AREA OF REQUEST
 PROPOSED WALL SIGN

409 Main Street

Storefront = 66.0'
New Sign SQ FT = 72

Original = 36" x 24"



No additional Signs on the facade
Sign will not exceed height of facade of building

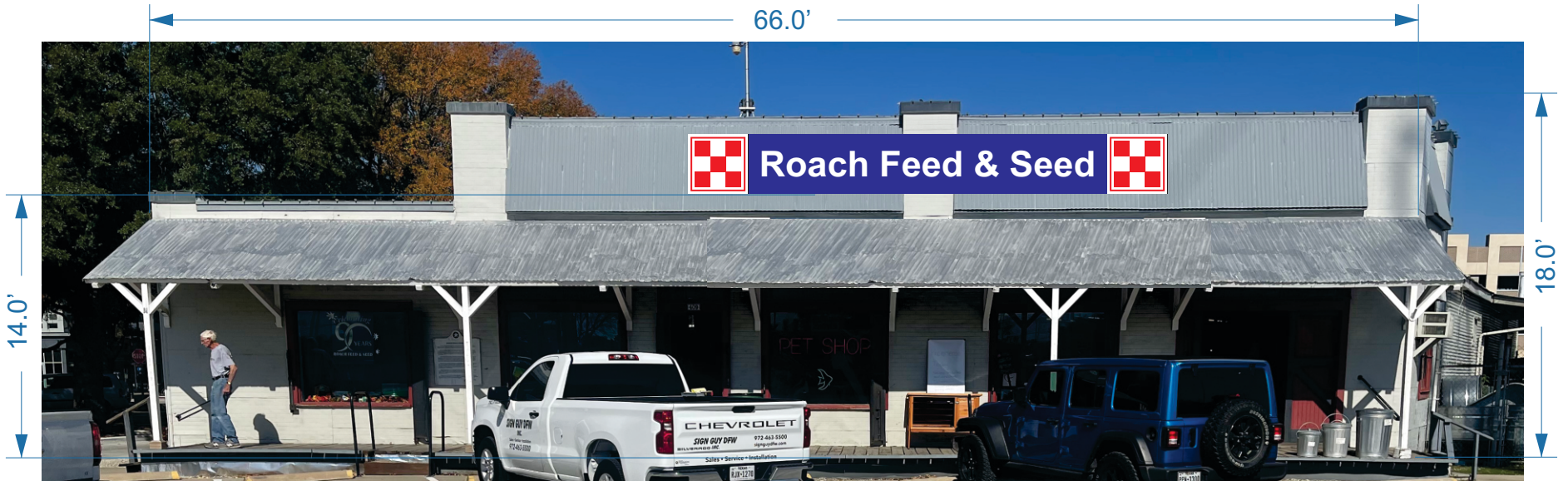


EXHIBIT C

FRAME WILL BE NEEDED TO ATTACH TO WALL DESIGNED TO WITHSTAND MINIMUM WIND PRESSURE OF 30 POUNDS PER SQ/FT

“ROACH FEED & SEED”

ONE SET FACE/REVERSE LIT CHANNEL LETTERS MOUNTED ON WIREWAY WITH BLUE ALUMINUM ACM BACKGROUND WITH BLUE TRANSLUCENT FILM ON POLYCARB BACK

3” BLACK RETURNS

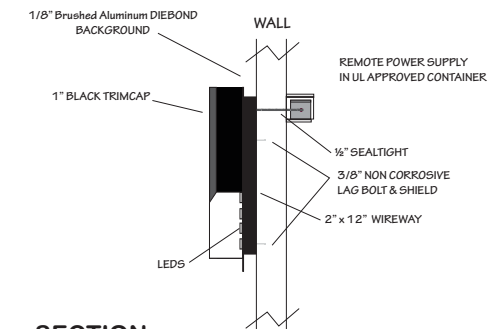
“PURINA LOGOS”

SET OF FACE LIT CHANNEL STYLE LOGO BOXES WITH RED VINYL APPLIED PER LAYOUT

5” RETURNS

1/8” WHITE 7328 ACRYLIC WITH PRINTED GRAPHICS APPLIED, 1” BLACK TRIMCAP,

WHITE LED ILLUMINATED



CUSTOMER TO PROVIDE 1-120V/20A DEDICATED CIRCUIT WITHIN 5' OF SIGNAGE FOR ELECTRICAL CONNECTION



SECTION

<p>Sign Guy DFW INC. P.O. BOX 853 TERRELL, TX 75160 PHONE: 972-463-5500 EMAIL: HERMAN@SIGNGYUDFW.COM</p>	<p>General Notes: This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code. - Grounded and bonded per NEC 600.7/NEC 250 - Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps - Sign is to be UL listed per NEC 600.3 - UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer. For multiple signs, a disconnect is permitted but not required for each section - The location of the disconnect switch after installation shall comply with article 600.6 (A) (1) per NEC</p>	<p>SPECIAL NOTES: CONCEPTUAL DRAWING This is an original drawing created by Sign Guy DFW Inc. It is submitted for your personal use; however, it shall at all times remain the property of Sign Guy DFW Inc. It may be used in connection with the project being planned for you by Sign Guy DFW Inc, but not otherwise. You are not authorized to show these drawings to anyone outside your organization, nor is it to be reproduced, used, copied or exhibited in any fashion.</p>	<p>THIS NOTICE REQUIRED BY STATE LAW All Electrical Sign Work to be Performed by Registered & Licensed Contractor by State Law. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157 Austin, Texas 78711 1-800-803-9202, 512-463-6599. website: www.license.state.tx.us/complaints Registered/Licensed Electrical Contractor # TSC1 18536</p>	<p>PLEASE NOTE!! UP TO 2 REVISIONS INCLUDED IN INITIAL DESIGN. ANY ADDITIONAL CHANGES WILL INCUR A STANDARD DESIGN CHARGE OF \$60 HOUR, BILLED IN 1/4 HOUR INCREMENTS. PLEASE CAREFULLY PROOFREAD! CHECK ALL SPELLING, PUNCTUATION, PHONE NUMBERS, SIZES AND COLORS BEFORE APPROVING. ANY CHANGES MADE AFTER APPROVAL WILL INCUR ADDITIONAL CHARGES.</p>	<p>JOB: Roach Feed 409 Main St Garland, TX 75040</p>	<p>DATE: 11-11-23 REVISED: SCALE: 1/8" = 1'</p>
---	---	---	--	--	---	---

Storefront = 66.0'
New Sign SQ FT = 72

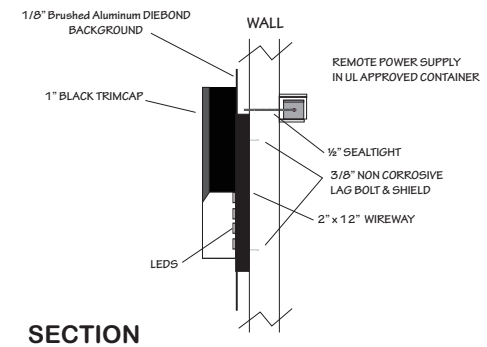
Original = 36" x 24'



EXHIBIT C



ONE SET FACE LIT CHANNEL LETTERS MOUNTED ON WIREWAY WITH BLUE ALUMINUM ACM BACKGROUND
5" BLACK RETURNS
1/8" WHITE 7328 ACRYLIC WITH PRINTED GRAPHICS APPLIED, 1" BLACK TRIMCAP,
WHITE LED ILLUMINATED



CUSTOMER TO PROVIDE 1-120V/20A DEDICATED CIRCUIT
WITHIN 5' OF SIGNAGE FOR ELECTRICAL CONNECTION



<p>Sign Guy DFW INC. P.O. BOX 853 TERRELL, TX 75160 PHONE: 972-463-5500 EMAIL: HERMAN@SIGNGUYDFW.COM</p>	<p>General Notes: This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code. - Grounded and bonded per NEC 600.7/NEC 250 - Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps - Sign is to be UL listed per NEC 600.3 - UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer. For multiple signs, a disconnect is permitted but not required for each section - The location of the disconnect switch after installation shall comply with article 600.6 (A) (1) per NEC</p>	<p>SPECIAL NOTES: CONCEPTUAL DRAWING This is an original drawing created by Sign Guy DFW Inc. It is submitted for your personal use; however, it shall at all times remain the property of Sign Guy DFW Inc. It may be used in connection with the project being planned for you by Sign Guy DFW Inc, but not otherwise. You are not authorized to show these drawings to anyone outside your organization, nor is it to be reproduced, used, copied or exhibited in any fashion.</p>	<p>THIS NOTICE REQUIRED BY STATE LAW All Electrical Sign Work to be Performed by Registered & Licensed Contractor by State Law. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157 Austin, Texas 78711 1-800-803-9202, 512-463-6599. website: www.license.state.tx.us/complaints Registered/Licensed Electrical Contractor # TSCL 18536</p>	<p>PLEASE NOTE!! UP TO 2 REVISIONS INCLUDED IN INITIAL DESIGN. ANY ADDITIONAL CHANGES WILL INCUR A STANDARD DESIGN CHARGE OF \$60 HOUR, BILLED IN 1/4 HOUR INCREMENTS. PLEASE CAREFULLY PROOFREAD! CHECK ALL SPELLING, PUNCTUATION, PHONE NUMBERS, SIZES AND COLORS BEFORE APPROVING. ANY CHANGES MADE AFTER APPROVAL WILL INCUR ADDITIONAL CHARGES.</p>	<p>JOB: Roach Feed 409 Main St Garland, TX 75040</p>	<p>DATE: 11-11-23 REVISED: SCALE: 3/8" = 1'</p>
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REPORT & MINUTES

P.C. Meeting, April 22, 2024

4a. APPROVED Consideration of the application of **Shana Carter**, requesting approval of 1) a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code and 2) a Downtown Development Plan to allow an attached wall sign on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district. This property is located at 409 Main Street. (District 2) (File DD 24-02).

The applicant, Shana Carter, 409 Main Street, Garland, TX 75040, remained available for questions.

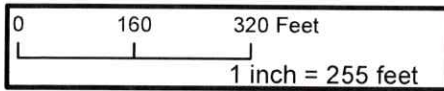
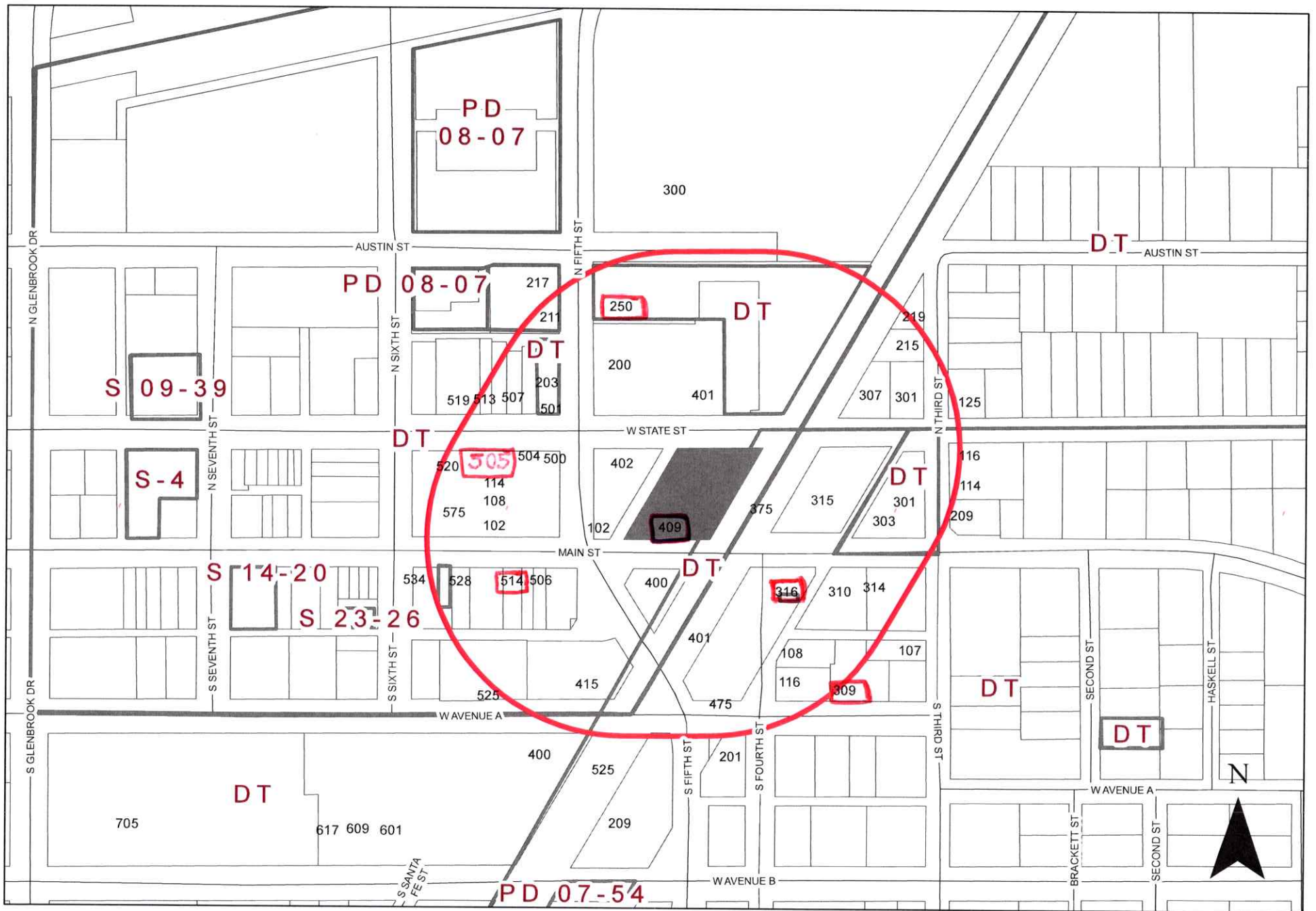
Commissioner Rose asked the applicant if the sign would be lighted.

The applicant confirmed the sign would be lighted.

Chair Roberts asked the applicant if the sign would be lighted internally or externally.

The applicant clarified that the sign would be front lit and back lit.

Motion was made by Commissioner Abell to close the public hearing and **approve** the application as presented. Seconded by Commissioner Paris. **Motion carried: 6 Ayes, 0 Nays.**



DOWNTOWN DEVELOPMENT PLAN DD 24-02

INDICATES AREA OF REQUEST
 INDICATES NOTIFICATION AREA

409 Main Street

Comment Form

Case DD 24-02

DD 24-02 Shana Carter. The applicant requests a "Major Waiver" to the Downtown Sign Standards to remove the existing awning sign and install a new sign on the building wall at "Roach Feed & Seed". The site is located at 409 Main Street. (District 2)

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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ALLAN STAFFORD ATTORNEY

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

505 W STATE

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND TX

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính

Signature / Firma / Ch ữ ký

Date / Fecha / Ngày



4/12/24

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case DD 24-02

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

GREAT PEOPLE

GREAT BUSINESS

Comment Form

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For / A Favor / Đúng

Against / En Contra / Không

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Joe Cook Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

309 West Ave. A

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tex

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính

Joe Cook

Signature / Firma / Chữ ký

4/15/24

Date / Fecha / Ngày

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Against / En Contra / Không

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505 W. State St.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX, 75040

City, State / Estado de la Ciudad / Thành bang

Zip Code / Código postal / Mã B u Chính

Jay C. Culcheth

April 16, 2017

Signature / Firma / Ch ữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

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Against / En Contra / Không

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Robert H. Smith

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

409 MAIN ST.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Qhính

Robert H. Smith

Signature / Firma / Ch ữ ký

Date / Fecha / Ngày

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James Miller

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

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514 Main


Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính



Signature / Firma / Ch ữ ký

4/23/24

Date / Fecha / Ngày

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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ALLAN STAFFORD

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

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505 W STATE

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính



Signature / Firma / Chữ ký

5/3/24
Date / Fecha / Ngày

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Comment Form Continued – Case DD 24-02

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

OUTSTANDING BUSINESS

Comment Form

Case DD 24-02

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For / A Favor / Đúng



Against / En Contra / Không

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CHRIS BLACKSHEAR (TENANT)

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

316 MAIN ST. #100

Your Property Address / La dirección de su propiedad / Địa chỉ tài sản

GARLAND, TX. 75040

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính

Chris Blackshear

Signature / Firma / Chữ ký

5-3-2024

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
DD 24-02	April 22, 2024	May 21, 2024	Nabiha Ahmed

DD 24-02 Shana Carter. The applicant requests a "Major Waiver" to the Downtown Sign Standards to remove the existing awning sign and install a new sign on the building wall at "Roach Feed & Seed". The site is located at 409 Main Street. (District 2)

Norman P Bjornnes Jr
4/15/2024
9:04:31 PM

For

351 N 5th St
250 N 5th St
Garland
Texas
United States
75040

nbjornnes@oaksproperties.com
612-720-2716

We own and manage Oaks 5th Street Crossing Apartments; City Station, City Center, City Square and City Lofts buildings and the leased parking lot West of the applicant. We support the signage improvements. We support the Roach Seed & Feed business. Thank you

Norman P Bjornnes Jr
4/15/2024
9:04:28 PM

For

351 N 5th St
250 N 5th St
Garland
Texas
United States
75040

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Norman P Bjornnes Jr
4/15/2024
9:04:24 PM

For

351 N 5th St
250 N 5th St
Garland
Texas
United States
75040

nbjornnes@oaksproperties.com
612-720-2716

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
DD 24-02	April 22, 2024	May 21, 2024	Nabiha Ahmed

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4/15/2024
9:04:23 PM

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GARLAND
TEXAS MADE HERE

The applicant requests a “Major Waiver” to the Downtown Sign Standards to remove the existing awning sign and install a new sign on the building wall at “Roach Feed & Seed”.

City Council Meeting

May 21, 2024

DD 24-02



CASE INFORMATION

Location: 409 Main Street

Applicant: Shana Carter

Owner: Robert Smith

Acreage: 0.74 acres

Zoning: Downtown (DT) District
Downtown Historic (DH) Sub-district




GARLAND
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CITYWIDE LOCATION MAP



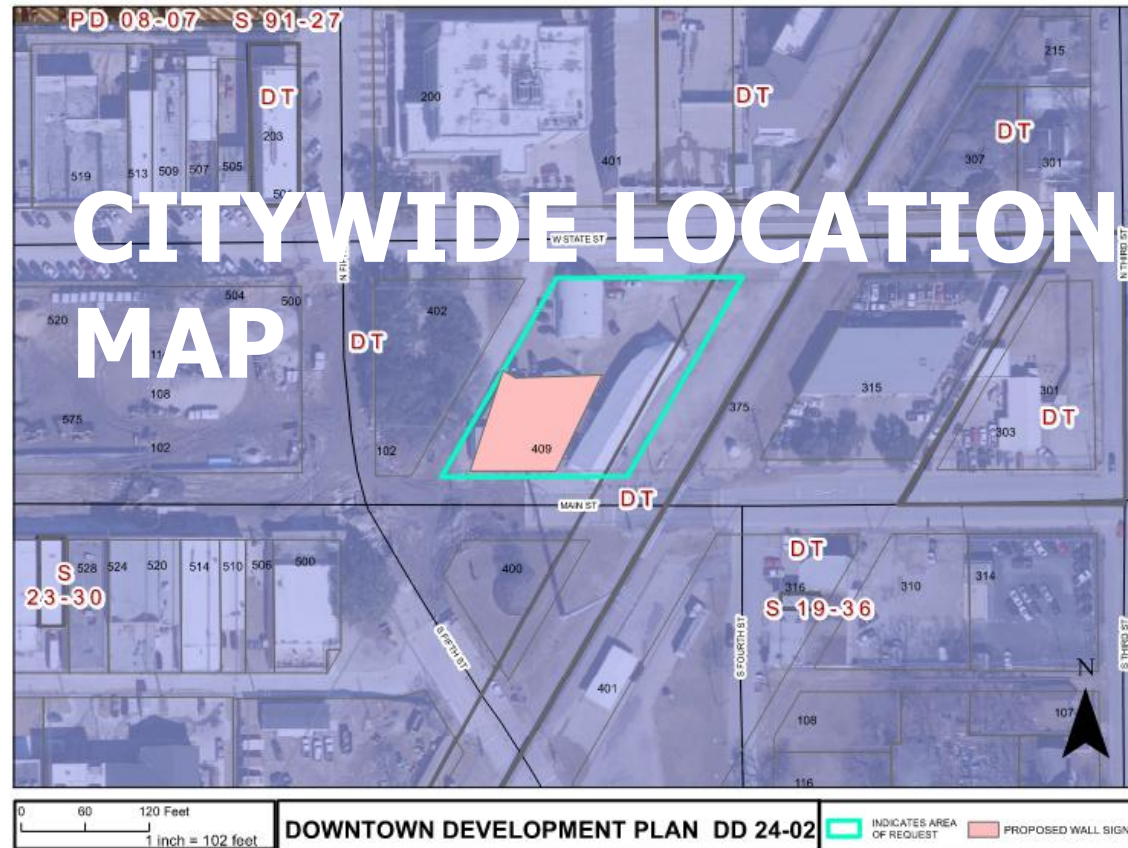
DOWNTOWN DEVELOPMENT DD 24-01

 INDICATES AREA OF REQUEST

DD 24-02



LOCATION MAP



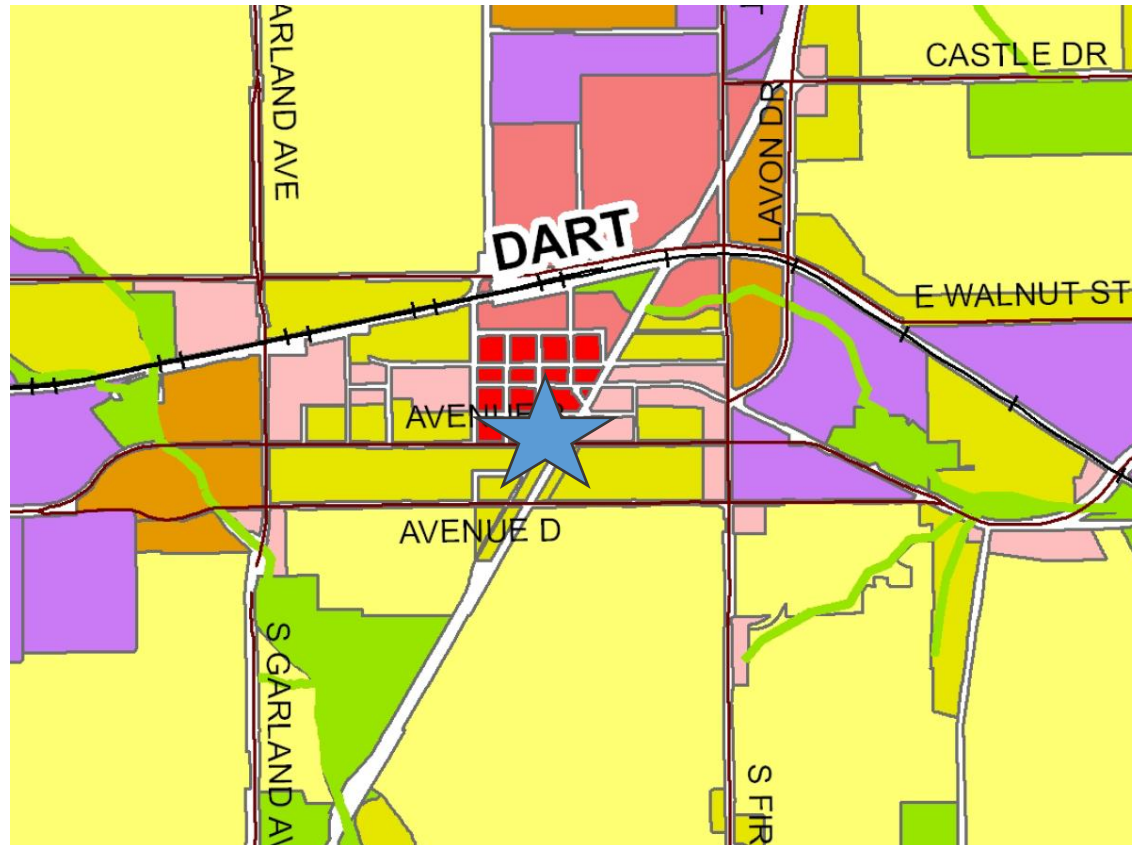
409 Main Street



GARLAND
TEXAS MADE HERE

COMPREHENSIVE PLAN

 Community Centers



DD 24-02

COMPREHENSIVE PLAN

In addition, the Garland Cultural Arts Master Plan Strategy 5.1 [Foster Relationships with the Business Sector] encourages creative signage. Further, it states, “Following the exception made for Downtown Garland, develop a signage variance that allows for creative signage that provides an opportunity for private businesses to contribute to the visual vibrancy of the City.”



CITY OF GARLAND
Cultural Arts Plan 2021




GARLAND
TEXAS MADE HERE

PHOTOS



Looking at the subject property from Main Street



Looking at subject property from State Street

DD 24-02



GARLAND
TEXAS MADE HERE

PHOTOS



North of the subject property



West of subject property

DD 24-02



GARLAND
TEXAS MADE HERE

EXISTING



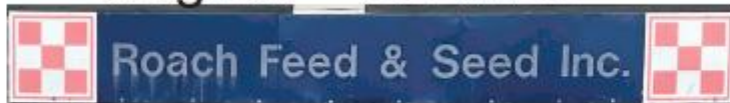
DD 24-02



GARLAND

PROPOSED

Original = 36" x 24'



66.0'



18.0'

DD 24-02



Development Standard	Required	Proposed
Wall Sign	Per the GDC, maximum size is 30 square feet if located 12 feet or higher above grade.	<p>The proposed sign will be located above 12 feet and the proposed size is 72 square feet.</p> <p>The sign is intended to serve as the primary building signage. The wall sign would be elevated to help with visibility.</p>



STAFF RECOMMENDATION

Approval of 1) a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code and 2) a Downtown Development Plan to allow an attached wall sign on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.



GARLAND
TEXAS MADE HERE

PLAN COMMISSION RECOMMENDATION

On April 22, 2024 the Plan Commission, by a vote of six (6) to zero (0), recommended approval of 1) a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code and 2) a Downtown Development Plan to allow an attached wall sign on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.

DD 24-02



Major Waivers may be approved by the City Council, following a recommendation by the Planning Director and the Plan Commission. In order to approve a Major Waiver, the City Council findings are listed as follows:

- ▶ Meets the general intent of this district; and
- ▶ Will result in an improved project which will be an attractive contribution to the Downtown District.



GARLAND
TEXAS MADE HERE





GARLAND

PLANNING REPORT

City Council Regular Session

11. c.

Meeting Date: 05/21/2024

Item Title: Z 23-08 Triangle Engineering, LLC (District 1)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of 1) an Amendment to Planned Development (PD) District 12-56 for Community Retail (CR) Uses; 2) a Specific Use Provision for a Restaurant, Drive-Through Use and 3) a Detail Plan for Retail Use, Restaurant Use and Restaurant with Drive-Through Use.

LOCATION

5203 Naaman Forest Boulevard

OWNER

Tarek Kadour

PLAN COMMISSION RECOMMENDATION

On April 22, 2024, the Plan Commission voted three (3) to three (3) on a motion to approve, regarding 1) an Amendment to Planned Development (PD) District 12-56 for Community Retail (CR) Uses; 2) a Specific Use Provision for a Restaurant, Drive-Through Use and 3) a Detail Plan for Retail Use, Restaurant Use and Restaurant with Drive-Through Use. The recommendation is considered, in effect, denial.

The applicant has since made changes to the proposal, including adding enhanced architectural features on the north-facing building façade of Building 3, and relocating the open space/outdoor seating area to be adjacent to the building.

STAFF RECOMMENDATION

Approval of 1) an Amendment to Planned Development (PD) District 12-56 for Community Retail (CR) Uses; 2) a Specific Use Provision for a Restaurant, Drive-Through Use and 3) a Detail Plan for Retail Use, Restaurant Use and Restaurant with Drive-Through Use.

BACKGROUND

The site has currently undeveloped. In 2012, the City Council approved a Concept Plan for multiple tracts and a Detail Plan for a retail use [Academy Sports + Outdoors].

The subject property is based in the Community Retail (CR) District, which allows retail and restaurant uses. A restaurant with drive-through requires approval of a Specific Use Provision.

SITE DATA

The subject property contains 2.67 acres and is accessed from two points along Naaman Forest Boulevard. The first access point is through a mutual access easement and the second access point is directly from Naaman Forest Boulevard.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Planned development (PD) District 12-56 for Community Retail Uses.

The Community Retail (CR) district is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A CR district is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low-density residential

districts without significant buffering and screening features. An example of an allowed use in a CR district is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a CR district must be focused onto the major thoroughfare network. Development in a CR district may not be designed in a manner that increases traffic through residential areas.

CONSIDERATIONS

Planned Development:

1. Site Plan:

The applicant proposes three (3) buildings for restaurant use, restaurant with drive-through and retail use.

The restaurant with drive-through use is proposed in Building 3, closest to Naaman Forest Boulevard.

Building 1 Area: 16,400 square feet

Building 2 Area: 4,321 square feet

Building 3 Area: 6,405 square feet

2. Building Setbacks:

Planned Development (PD) District 12-56 requires a sixty (60)-foot building setback along Naaman Forest Boulevard.

Building 3 is approximately thirty-three (33) feet from the property line along Naaman Forest Boulevard.

It should be noted that the GDC requires a side setback of twenty (20) feet when adjacent to a street.

Per the applicant's narrative, "The current setback requirement significantly limits the usable space available for development and hampers the property's ability to reach its full potential."

3. Screening and Landscaping:

Planned Development (PD) requires a thirty (30)-foot wide landscape buffer along Naaman Forest Boulevard. The applicant is proposing a fifteen (15)-foot wide landscape buffer along Naaman Forest Boulevard. It should be noted the GDC requires a fifteen (15)-foot wide landscape buffer along a Type D or larger thoroughfare which includes Naaman Forest Boulevard.

Per the applicant's narrative, "The request is being made in order to increase the building area, provide additional parking spaces, and enhance the commercial use value of the property, thereby contributing to the economic growth and development of the city."

The eastern property line requires perimeter screening as it is abutting the Agricultural (AG) District, which is considered a residential district. The landscape plan (Exhibit D) reflects a six (6)-foot tall brick wall with vegetation along the eastern perimeter.

The site complies with all other applicable landscaping and screening standards per the GDC and Planned Development (PD) District 12-56.

4. Parking and Loading:

The site plan (Exhibit C) provides 128 total parking spaces. In order to provide a more functional open space for pedestrians and customers, five parking spots were removed from the previous 133 provided/required parking spaces following the Plan Commission meeting.

5. Traffic Impact Analysis:

A Traffic Impact Analysis was submitted to the Transportation Department and there were no resulting concerns with the development.

6. Specific Use Provision:

The applicant proposes a time period of twenty-five (25) years for the Restaurant, Drive-Through Use. The SUP time period guide recommends between twenty (20) to twenty-five (25) years.

7. Planned Development Flexibilities:

Planned Development (PD) District 12-56 requires a sixty (60)-foot building setback and a thirty (30)-foot wide landscape buffer, whereas the GDC requires a twenty (20)-foot side setback when adjacent to the street and a fifteen (15)-foot wide landscape buffer along Naaman Forest Boulevard.

The applicant proposes a unique architectural design that will be more visible from the street view and enhance the surrounding area.

Additionally, at the recommendation of staff to add seating/gathering space, the landscape plan (Exhibit D) reflects it accordingly. This open space is connected to the sidewalk and other open space between the buildings to create a larger interconnected pedestrian area. Benches are also proposed next to each building.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Community Centers for the subject property. Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment.

The proposed use complies with the Comprehensive Plan.

ECONOMIC DEVELOPMENT STRATEGIC PLAN

The proposed use is considered "Shopping Center" and "Retail Strip" per the Economic Development Strategic Plan; this category represents a property tax revenue per acre at \$8,639 and \$8,439, respectively. In addition, the proposal brings additional sales tax to Garland.

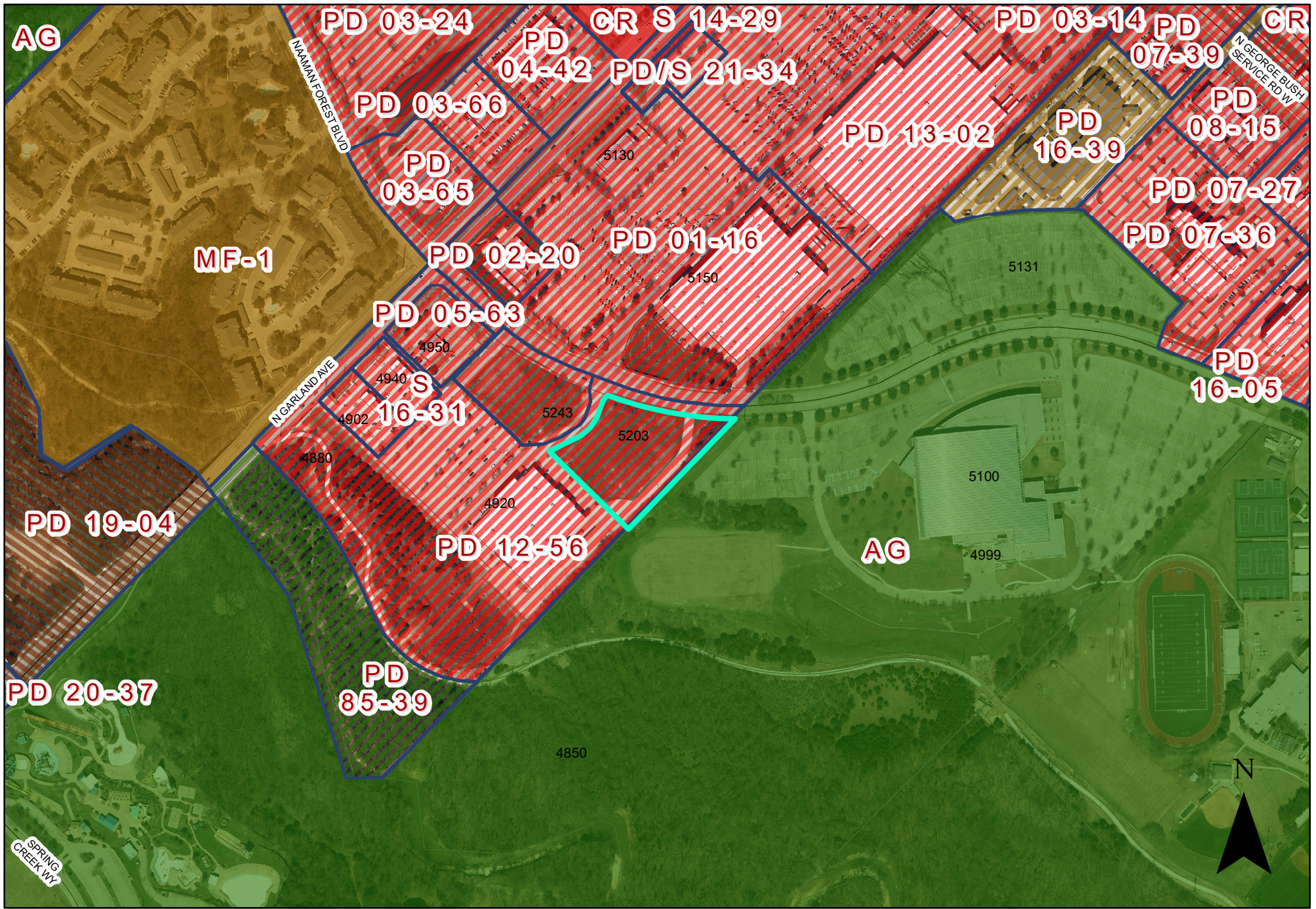
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north, west and south are mainly retail, bank, grocery store and restaurant and car wash uses. The property to the east is zoned Agricultural (AG) District and it is developed with the Curtis Culwell Center.

The proposed use is compatible to the surrounding area.

Attachments

- Z 23-08 Location Map
 - Z 23-08 PD & SUP Conditions
 - Z 23-08 Exhibits
 - Z 23-08 R&M
 - Z 23-08 Responses
 - Z 23-08 Staff Presentation
-



0 260 520 Feet
1 inch = 396 feet

ZONING MAP Z 23-08



INDICATES AREA OF REQUEST

5203 Naaman Forest Boulevard

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 23-08

5203 Naaman Forest Boulevard

I. Statement of Purpose: The purpose of this Planned Development District is to allow a Restaurant, Restaurant, Drive-Through and Retail Uses.

II. Statement of Effect: This Planned Development (PD) shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773 and Planned Development (PD) District 12-56, as amended prior to adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of the Planned Development (PD) District 12-56 and Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

A. Detail Plan: Development is to be in general conformance with the approved Detail Plan set forth in Exhibit C, Exhibit D and Exhibit E. In the event of conflict between the conditions and Detail Plan, the conditions listed below are to apply.

V. Specific Conditions:

A. Site Layout: The development shall be in conformance with the site layout in Exhibit C.

B. Landscaping and Screening: Landscaping and Screening shall be in conformance with Exhibit D.

C. Building Elevations: Building elevations shall be in general conformance with Exhibit E.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 23-08

5203 Naaman Forest Boulevard

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Restaurant, Drive-Through Use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773 and Planned Development (PD) District 12-56, as amended prior to adoption of this ordinance, except as specifically provided herein.
- VI. General Regulations:** All regulations of the Planned Development (PD) District 12-56 and Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- VII. Specific Use Provision:**
- A. SUP Time Period: The Specific Use Provision the Restaurant, Drive-Through shall be in effect for a period of twenty-five (25) years.

PROJECT CONTACT LIST

OWNER/DEVELOPER TAREK KADOWR 4609 COPPER MOUNTAIN LN RICHARDSON, TX 75082 CONTACT: TAREK KADOWR TEL: (214)-399-6350		ARCHITECT BABA TECH 8605 LAUREL CANYON RD. IRVING TX 75063 CONTACT: KUMAR MADSSWAMY TEL:214-695-2299 EMAIL: AUTOCAD89@GMAIL.COM	
CIVIL ENGINEER TRIANGLE ENGINEERING LLC 1782 W. McDERMOTT DRIVE, ALLEN, TX 75013 CONTACT: ANDREW YEOH TEL: (469)-213-2804 EMAIL: AYEYO@TRIANGLE-ENGR.COM		SURVEYOR TUCKER SURVEYORS P.O. BOX 1855 BURLESON, TX 76007 CONTACT: DONNIE TUCKER TEL:817-295-2999 EMAIL: TUCKER@TXSURVEYORS.COM	

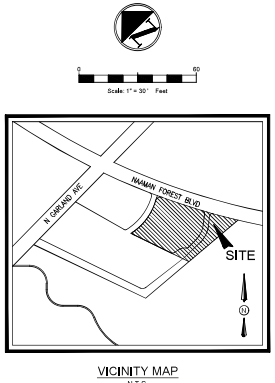
BOUNDARY CURVE DATA					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	24.9'	9.11'	52°4'52"	N 42°44'52" E	9.09'
C2	130.60'	95.80'	42°03'31"	N 42°22'31" E	93.66'
C3	29.60'	421.68'	40°07'32"	N 42°24'52" E	21.20'
C4	1190.00'	498.38'	19°39'45"	S 79°30'50" E	498.38'

EXISTING LEGEND

- PROPERTY LINE
- ESSEMENT LINE
- BUILDING
- ASPHALT
- CONCRETE
- FENCE LINE
- POWER POLE
- OVERHEAD POWER
- CONTROLLING MONUMENT
- DIRECTION OF DRAINAGE
- FIRE HYDRANT
- SEWER MANHOLE

SITE LEGEND

- CONCRETE CURB
- SAW-CUT LINE
- FENCE
- FIRE LANE
- STRIPING
- PARKING SPACES
- MONUMENT/PYLON SIGN
- WHEEL STOPS
- HANDICAP LOGO
- HANDICAP SIGN
- BOLLARD
- TRAFFIC ARROW
- FIRE HYDRANT
- DUMPSTER
- SANITARY SEWER MAIN/SHOULDER
- SANITARY SEWER CLEANOUT
- SANITARY SEWER DOUBLE CLEANOUT
- SANITARY SEWER SAMPLE PORT
- GREASE TRAP
- DOMESTIC WATER METER
- IRRIGATION METER
- GAS METER
- TRANSFORMER
- LIGHT POLE
- POWER POLE



- SITE GENERAL NOTES**
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
 - THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
 - WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
 - ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
 - THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO, TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
 - ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
 - THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
 - ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

SITE DATA SUMMARY TABLE

SITE ACREAGE:	2.67 ACRES	116,339 S.F.
CURRENT ZONING:	PD 12-66	
PROPOSED ZONING:	PD 23-08	
PROPOSED USE:	RETAIL RESTAURANT & RESTAURANT WITH DRIVE-THRU	
BUILDING 1 AREA:	16,400 S.F.	
BUILDING 2 AREA:	4,321 S.F.	
BUILDING 3 AREA:	8,465 S.F.	
TOTAL BUILDINGS AREA:	27,126 S.F.	
NUMBER OF STORES:	1	
MAXIMUM BUILDING HEIGHT:	30'-0"	
BUILDING COVERAGE:	23.32%	
FLOOR AREA RATIO:	0.233	
IMPERVIOUS AREA:	90,586 S.F.	
PERVIOUS LANDSCAPE AREA:	25,753 S.F.	
REGULAR PARKING REQUIRED:	73 SPACES	
1:333 FOR RETAIL:	60 SPACES	
TOTAL REQUIRED:	133 SPACES	
REGULAR PARKING PROVIDED:	124 SPACES	
HANDICAP PARKING REQUIRED:	6 SPACES	
HANDICAP PARKING PROVIDED:	6 SPACES	
TOTAL PARKING PROVIDED:	128 SPACES	

Parking Count Information

Parking Provided	Count
Building #1	16400 S.F.
Restaurant	4321 S.F.
Retail	33075 S.F.
Building #2	4321 S.F.
Restaurant	1000 S.F.
Retail	3321 S.F.
Building #3	6465 S.F.
Restaurant	2005 S.F.
Retail	4460 S.F.
Total Building Area	27126 S.F.
Restaurant Area	2796 S.F.
Retail Area	23962 S.F.
RESTAURANT RATIO: 1/333	73
RESTAURANT RATIO: 1/333	60
Required Restaurant Parking Space	73
Required Retail Parking Space	66
Total Parking Space required	133

NOTE: ALL SIGNAGE WILL COMPLY WITH CHAPTER 4, ARTICLE 5, SECTION 4.78 OF THE GARLAND DEVELOPMENT CODE(GDC) OR YOU WILL NEED TO SEEK FOR DEVIATIONS DURING THIS ZONING CASE PROCESS.

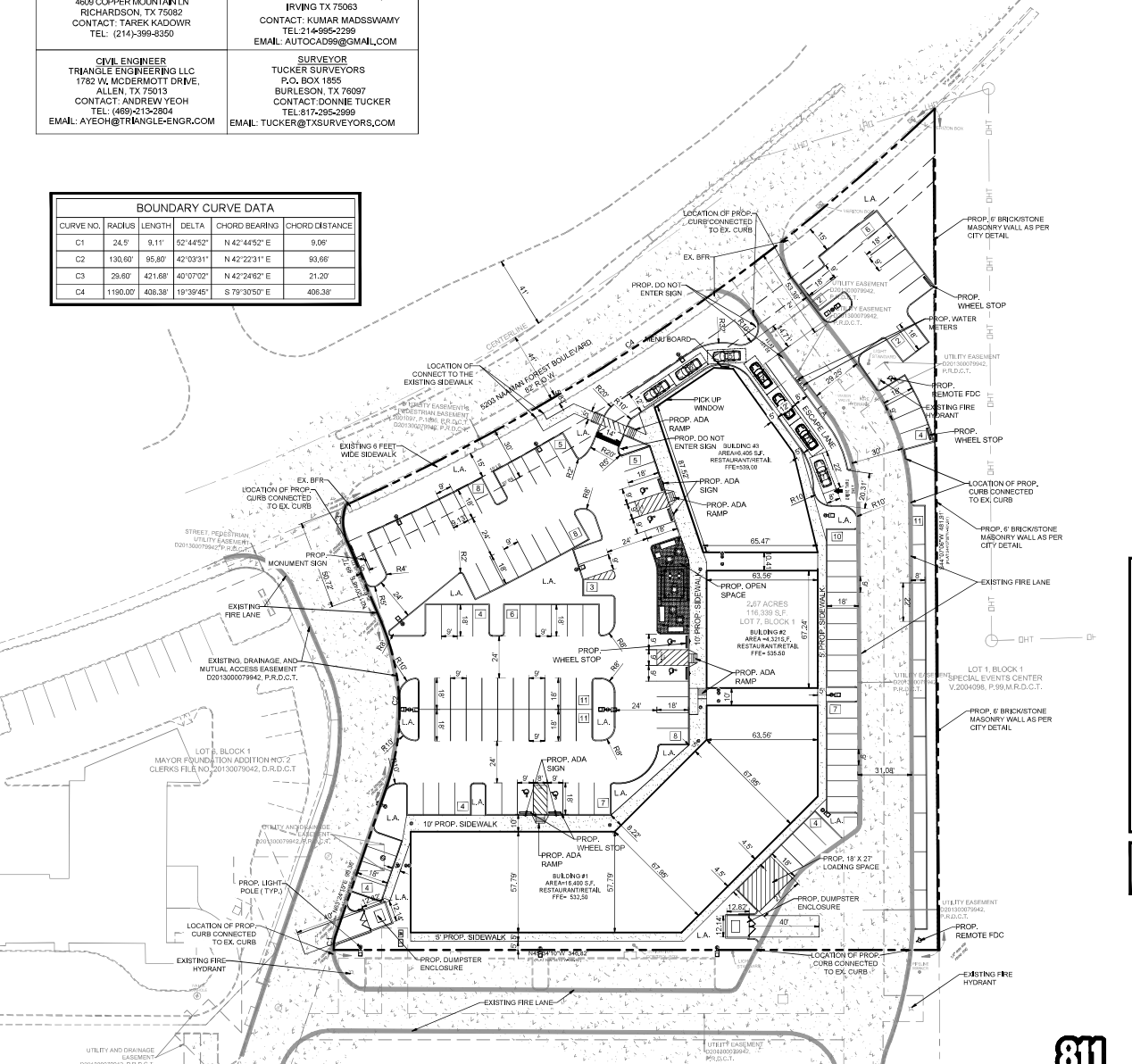


EXHIBIT C

CASE#221206-2

SITE PLAN
MIX USE RESTAURANT & RETAIL
NAAMAN FOREST BLVD
CITY OF GARLAND
DALLAS COUNTY, TEXAS
MAJOR FOUNDATION ADDITION NO.2, LOT 1, BLOCK 1

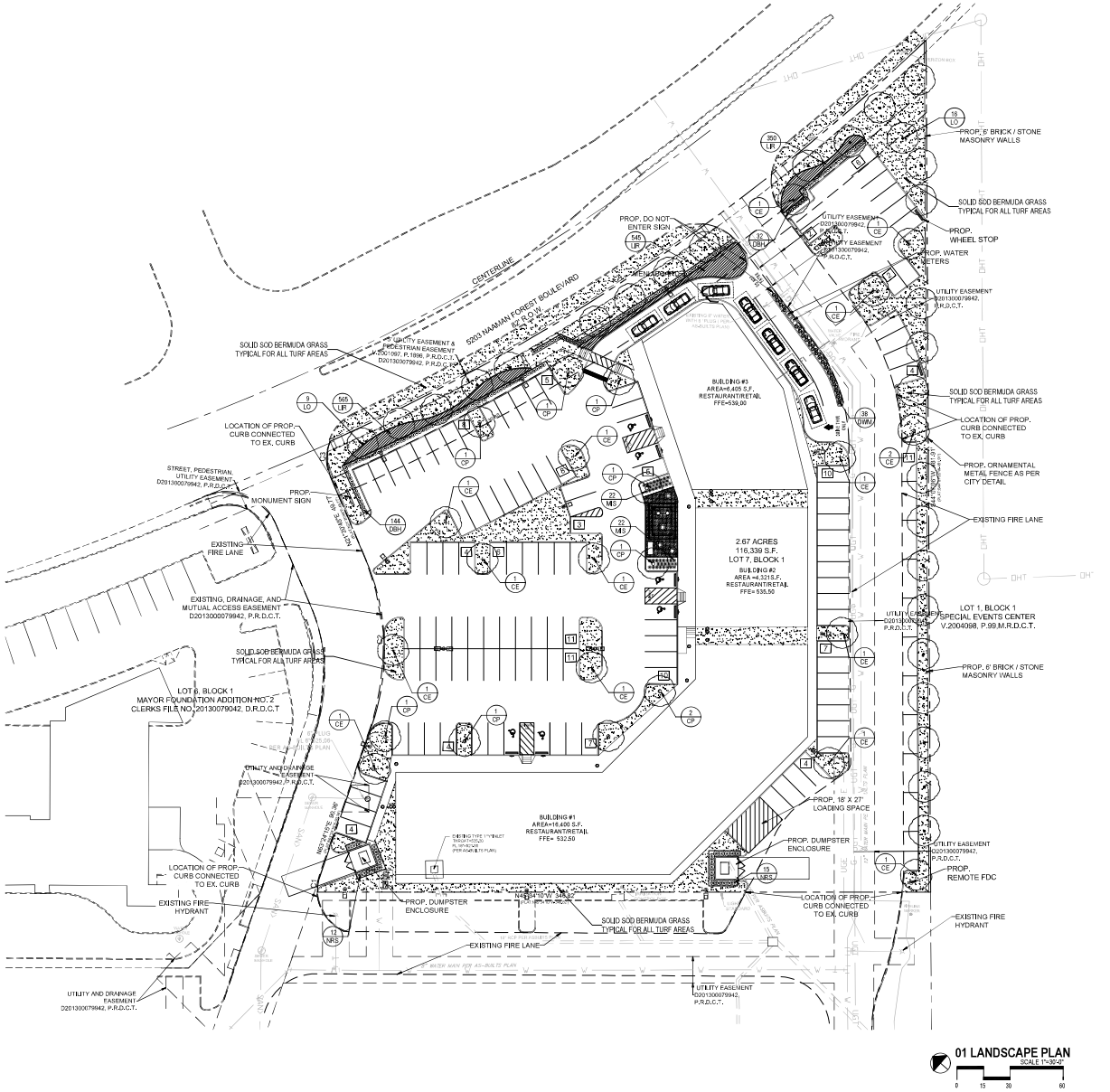
TRIANGLE ENGINEERING LLC
T: 469-331-8966 | F: 469-213-7461 | E: info@triangle-eng.com
W: triangle-eng.com | 1001782 W. McDermott Drive, Allen, TX 75013
Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
AY	AY	2/27/2023	SCALE BAR	039-22	C-3.0

TX, P.E. FIRM #11525



NO.	DATE	DESCRIPTION	BY
1	02/20/2023	1ST CITY SUBMITTAL	AY
2	06/09/2023	2ND CITY SUBMITTAL	AY
3	08/30/2023	3RD CITY SUBMITTAL	AY
4	09/25/2023	4TH CITY SUBMITTAL	AY
5	04/08/2024	5TH CITY SUBMITTAL	AY



01 LANDSCAPE PLAN
SCALE 1"=30'-0"

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDOFFS AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MINIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FINABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL FREE FROM LUMPS, CLAY, TOYS, SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAMINANTS, SALTS AND ROCKS TO BE TOWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRTY CLODS, STICKS, CONCRETE SPURS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL, 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDOFFS AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MINIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVOIDING DAMAGE TO EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, MOISTURE, WATERING, WEEDING, CLIP TIPPING, CLEANING AND REMOVING SOD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT PROLOGICAL SUPPLY IF NECESSARY.
10. IF RETAIL/LAWN OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

LANDSCAPE REQUIREMENTS
10% of total lot size to be landscape area
Lot SF: 116,337.87 S.F.
Required: (17) trees, 3" cal. Provided: (20%) 23,054.8 S.F.
(10%) 11,633.79 S.F.

STREET REQUIREMENTS
Requirements: (1) tree, 3" cal. per 32 ft. (7) shrubs or ornamental grasses per tree required along landscape buffer. All parking spaces must be screened by a berm or shrub, 24" ht.

NAAMAN FOREST BLVD: 408 ft. (15' wide landscape buffer)
Required: (14) trees, 3" cal. Provided: (14) trees, 3" cal.
(99) shrubs (159) shrubs

ALL SHRUBS SCREENING PARKING SPACES MUST BE 36" TALL WITHIN 2 YEARS.

PARKING LOT (138 SPACES) 52,738.73 s.f.
Requirements: 5% of total parking area must be landscape.
(1) tree, 3" cal. per (10) parking spaces. All parking spaces shall be no further than 65 ft. of a required tree.

Required	Provided
2,836.94 s.f. (5%)	6,876.92 s.f. (12%)
(14) trees, 3" cal.	(24) trees, 3" cal.

RECREATIONAL ADJACENCY (East Property Line-480 ft.)
Requirements: 6" H, masonry wall with canopy 25 ft. o.c.

REQUIRED	PROVIDED
6" H, masonry wall	6" H, masonry wall
(17) trees, 3" cal.	(17) trees, 3" cal.

PLANT MATERIAL SCHEDULE

TREES	TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	16	Cedar Elm	<i>Ulmus crassifolia</i>	2" cal.	80% 12" H, 5' spread min. 2" clear trunk	
OP	9	Chinese Palmetto	<i>Chamaedorea</i>	2" cal.	80% 12" H, 5' spread min. 2" clear trunk	
LO	25	Live Oak	<i>Quercus virginiana</i>	2" cal.	80% 12" H, 5' spread min. 2" clear trunk	
SHRUBS	TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DBM	110	Dwarf Burford Holly	<i>Ilex cuneata burfordii</i>	1.5 gal.	container, 30" H, 30" spread	
DWM	38	Dwarf Wax Myrtle	<i>Myrica carolinifera</i>	1.5 gal.	container, 24" H, 20" spread	
MC	44	Majora Maiden Olive	<i>Moronechthys ornata</i>	2 gal.	container, 48" H, well rooted	
MES	27	Nellie R. Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	10 gal.	container, 30" H, 30" spread	
GROUNDCOVERS	TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
LPR	1,460	Liriope	<i>Liriope muscari</i>	4" pots	container, 3-12" runners min. 12" o.c.	
			419' Bermuda grass	<i>Cynodon dactylon</i>	419'	Sold Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE ARCHITECT
SOLID GREEN SPOT, INC.
CHRIS TROZIANO
(480) 360-4448
CHRIS@STUDIOGREENSPOT.COM



RETAIL & RESTAURANT
NAAMAN FOREST BLVD.
CITY OF GARLAND
DALLAS COUNTY, TEXAS

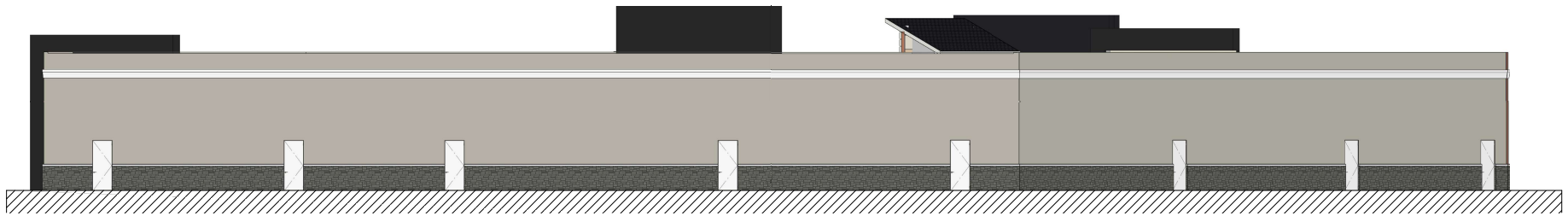
ISSUE:
CITY COMMENTS 06.12.2023
CITY COMMENTS 08.15.2023
CITY COMMENTS 04.09.2024
CITY COMMENTS 05.03.2024

DATE:
05.03.2024

SHEET NAME:
LANDSCAPE PLAN

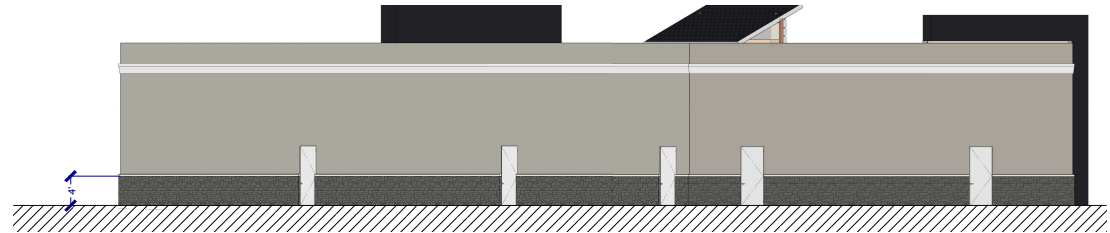
SHEET NUMBER:

L1
ZONING CASE # 221206-2



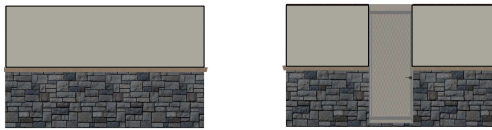
SOUTH ELEVATION - BUILDING #1

SCALE - 1/8" = 1' - 0"



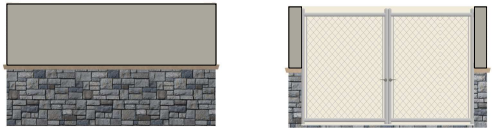
EAST ELEVATION - BUILDING #1

SCALE - 1/8" = 1' - 0"



NORTH

WEST



EAST

SOUTH

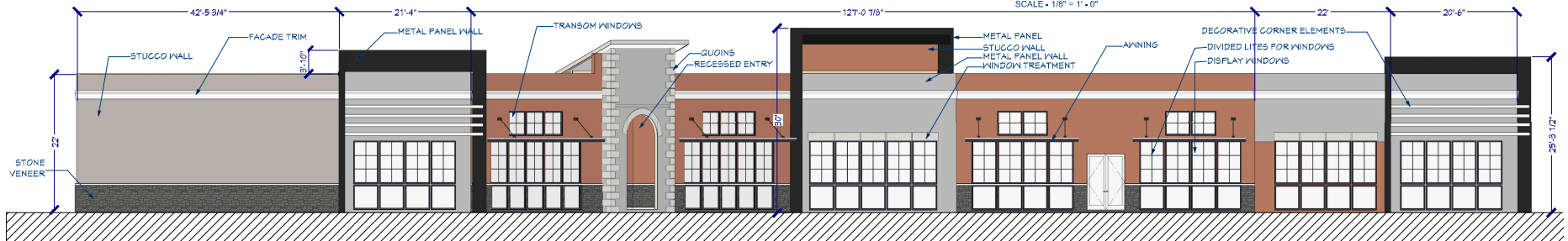
ENCLOSURE ELEVATION

SCALE - 1/8" = 1'-0"
SAME MATERIALS AS MAIN BUILDING



WEST ELEVATION - BUILDING #1

SCALE - 1/8" = 1' - 0"

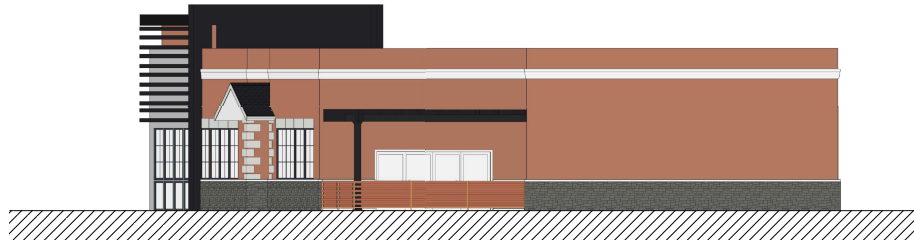


NORTH ELEVATION - BUILDING #1

SCALE - 1/8" = 1' - 0"

REFER TO NORTH
ELEVATION OF BUILDING
#1 FOR MATERIAL NOTES

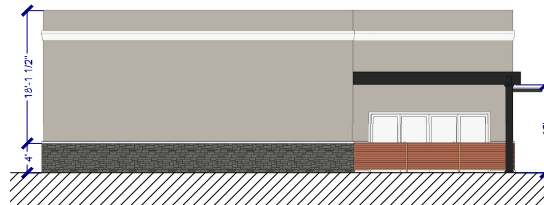
EXHIBIT E



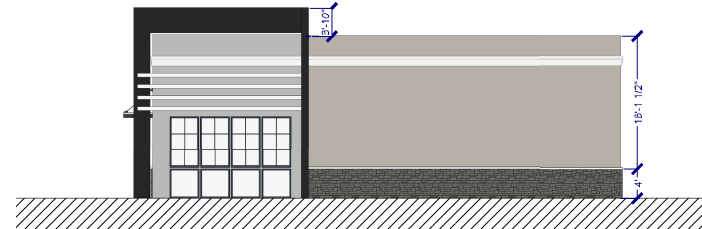
SOUTH ELEVATION - BUILDING #3
SCALE - 1/8" = 1' - 0"



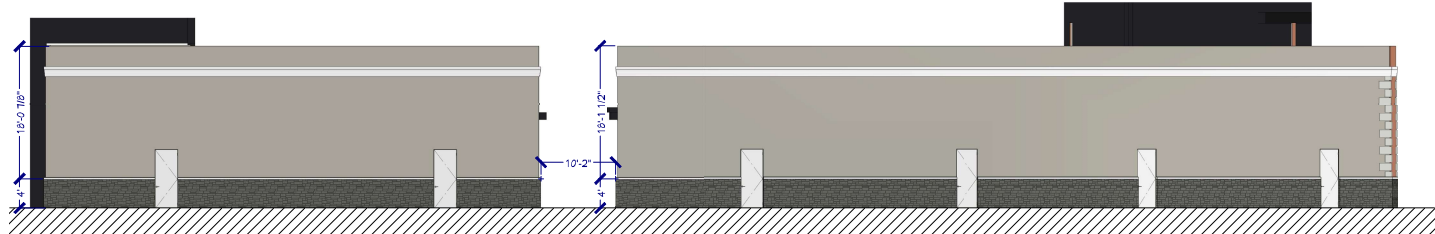
NORTH ELEVATION - BUILDING #3
SCALE - 1/8" = 1' - 0"
DRIVE THRU WINDOW



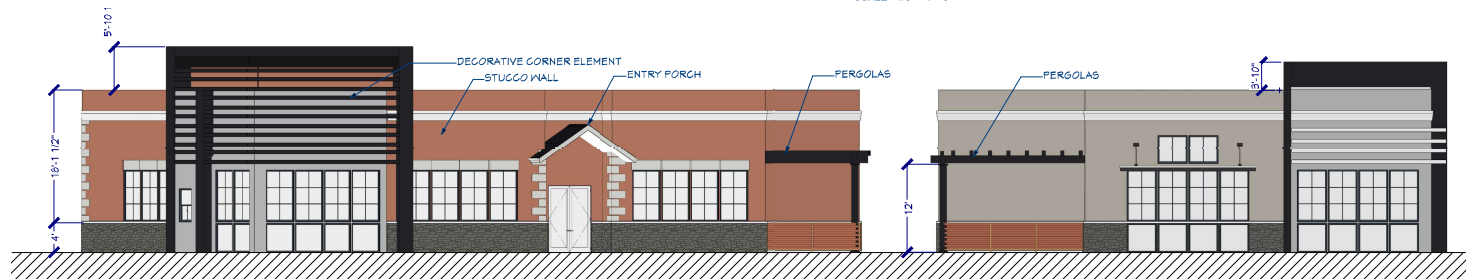
NORTH ELEVATION - BUILDING #2
SCALE - 1/8" = 1' - 0"



SOUTH ELEVATION - BUILDING #2
SCALE - 1/8" = 1' - 0"



EAST ELEVATION - BUILDING #2 & #3
SCALE - 1/8" = 1' - 0"



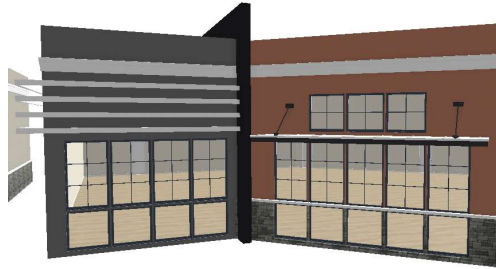
WEST ELEVATION - BUILDING #2 & #3
SCALE - 1/8" = 1' - 0"

REFER TO NORTH ELEVATION OF BUILDING #1 FOR MATERIAL NOTES

6 ARCHITECTURAL ELEMENTS ON THE BUILDING ELEVATIONS



04 - DISPLAY WINDOWS



06 - DIVIDED LITES



02 - AWNINGS



05 - TRANSOM WINDOWS



04 - QUOINS



01 - ORNAMENTAL WINDOWS

EXHIBIT E

REPORT & MINUTES

P.C. Meeting, April 22, 2024

3a. DENIED Consideration of the application of **Triangle Engineering, LLC**, requesting approval of 1) an Amendment to Planned Development (PD) District 12-56 for Community Retail (CR) Uses; 2) a Specific Use Provision for a Restaurant, Drive-Through Use and 3) a Detail Plan for Retail Use, Restaurant Use and Restaurant with Drive-Through Use. This property is located at 5203 Naaman Forest Boulevard. (District 1) (File Z 23-08)

The applicant, Andrew Yeoh, 6614 Clear Spring Circle, Dallas, TX, provided an overview of the request and remained available for questions.

Chair Roberts expressed concerns to the applicant about the closeness of the building and the lack of a 30-foot landscape.

Commissioner Dalton asked the applicant for more specifics on the type of restaurant in order to get a better idea of what the wait times at the drive-through would be like.

The applicant explained that at the beginning the establishment would be a coffee shop.

Commissioner Dalton asked the applicant what the remainder of the establishment would be as far as restaurant or retail.

The applicant explained that the remaining establishment would be a restaurant with a dine in option. The applicant also added that they are currently working on their marketing campaign to attract prospective business.

Commissioner Dalton stated that if the establishment was a restaurant, the parking space would not be sufficient for the establishment. Commissioner Dalton added that the drive-through set up concerns him in that patrons would have to do a u-turn to be able to access the drive-through.

Commissioner Paris asked the applicant if a Traffic Impact Analysis was conducted for the subject property.

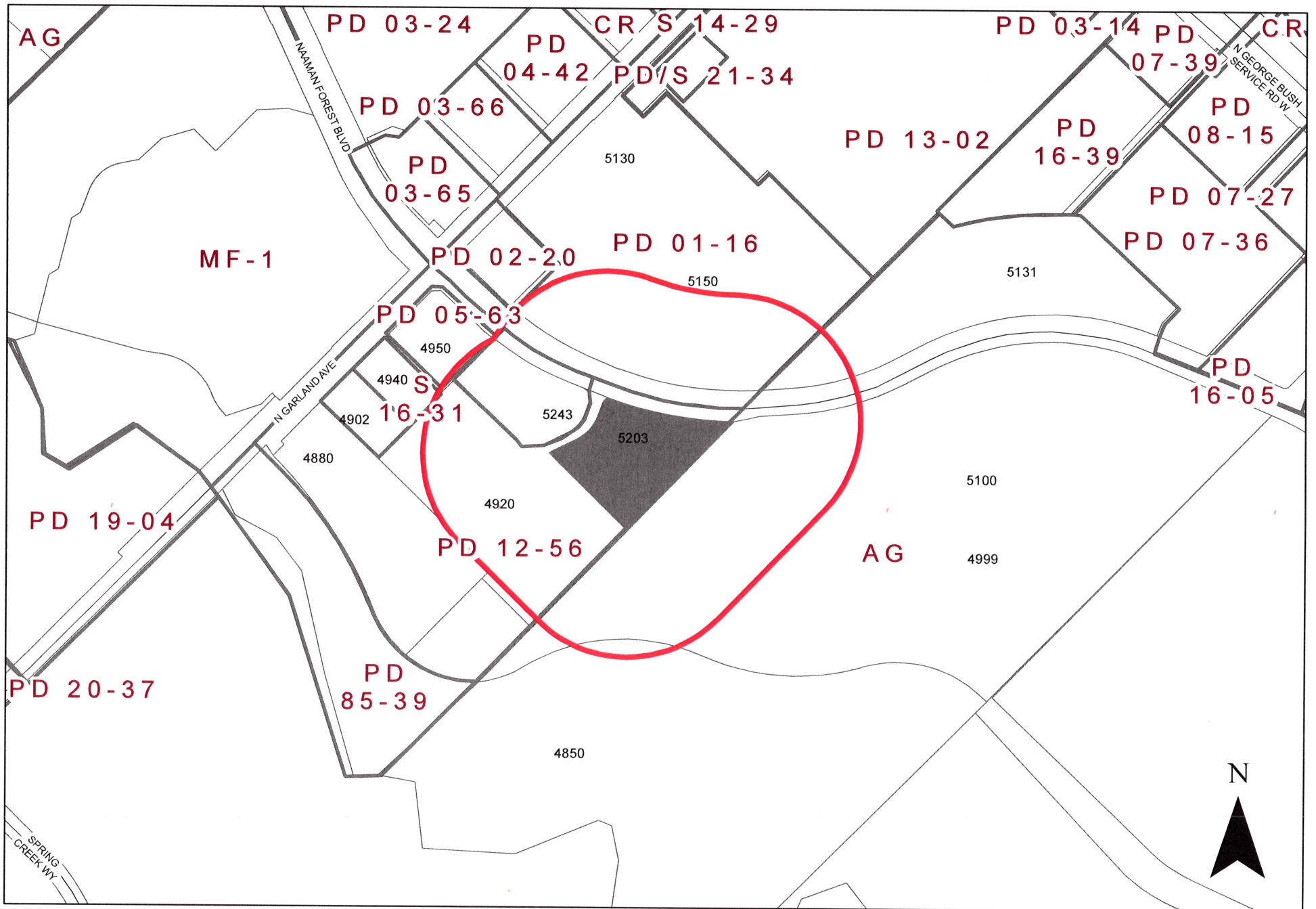
The applicant confirmed that a Traffic Impact Analysis was conducted and they have addressed any concerns.

Chair Roberts asked staff to confirm if the Transportation Department was specifically looking at the ingress and egress off of Naaman School Road but do not look as much to the interior of the property and specifically at the flow of the cars in the drive-through.

Staff stated that the Transportation Department will also look at the internal circulation of the private property side as well for example in regards to a drive-through, they will look at a minimum vehicle space. Staff confirmed that the Transportation Department did conduct a Traffic Impact Analysis and worked with the applicant to get all of the requirements met.

Motion was made by Commissioner Dalton to close the public hearing and **deny** the application as presented. Motion did not move forward for lack of a second.

Motion was made by Commissioner Rose to close the public hearing and **approve** the application as presented. Seconded by Commissioner Cornelius. **Motion failed: 3 Ayes, 3 Nays** with Commissioners Dalton, Roberts and Abell voting in opposition.



ZONING MAP Z 23-08

INDICATES AREA OF REQUEST
 INDICATES NOTIFICATION AREA

5203 Naaman Forest Boulevard

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 23-08	April 22, 2024	May 21, 2024	Nabiha Ahmed

Z 23-08 Triangle Engineering, LLC. The applicant proposes three (3) buildings for a restaurant with drive-through, sit-down restaurants and retail uses. The site is located at 5203 Naaman Forest Boulevard. (District 1)

**Andrea
Rodriguez**
4/12/2024
9:08:28 PM

Against

3601 Bluesage Lane

Garland

Texas

United States

75040

Outside the Notification Area



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The applicant proposes three (3) buildings for a restaurant with a drive-through, sit-down restaurants and retail uses.

City Council Meeting

May 21, 2024

Z 23-08



CASE INFORMATION

Location: 5203 Naaman Forest Boulevard

Applicant: Triangle Engineering, LLC.

Owner: Tarek Kadowr

Acreage: 2.67 acres

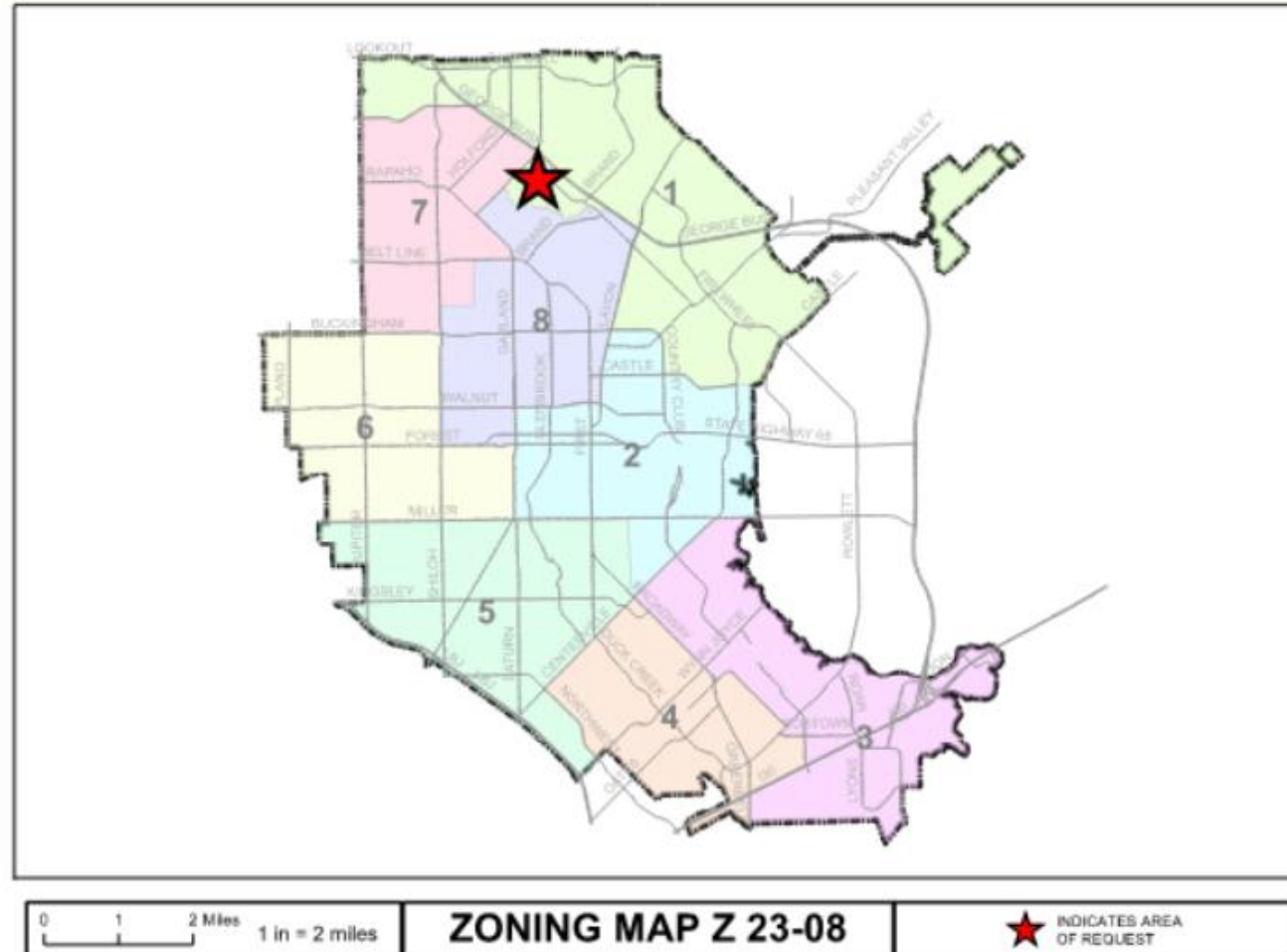
Zoning: Planned Development (PD) District 12-56

Z 23-08



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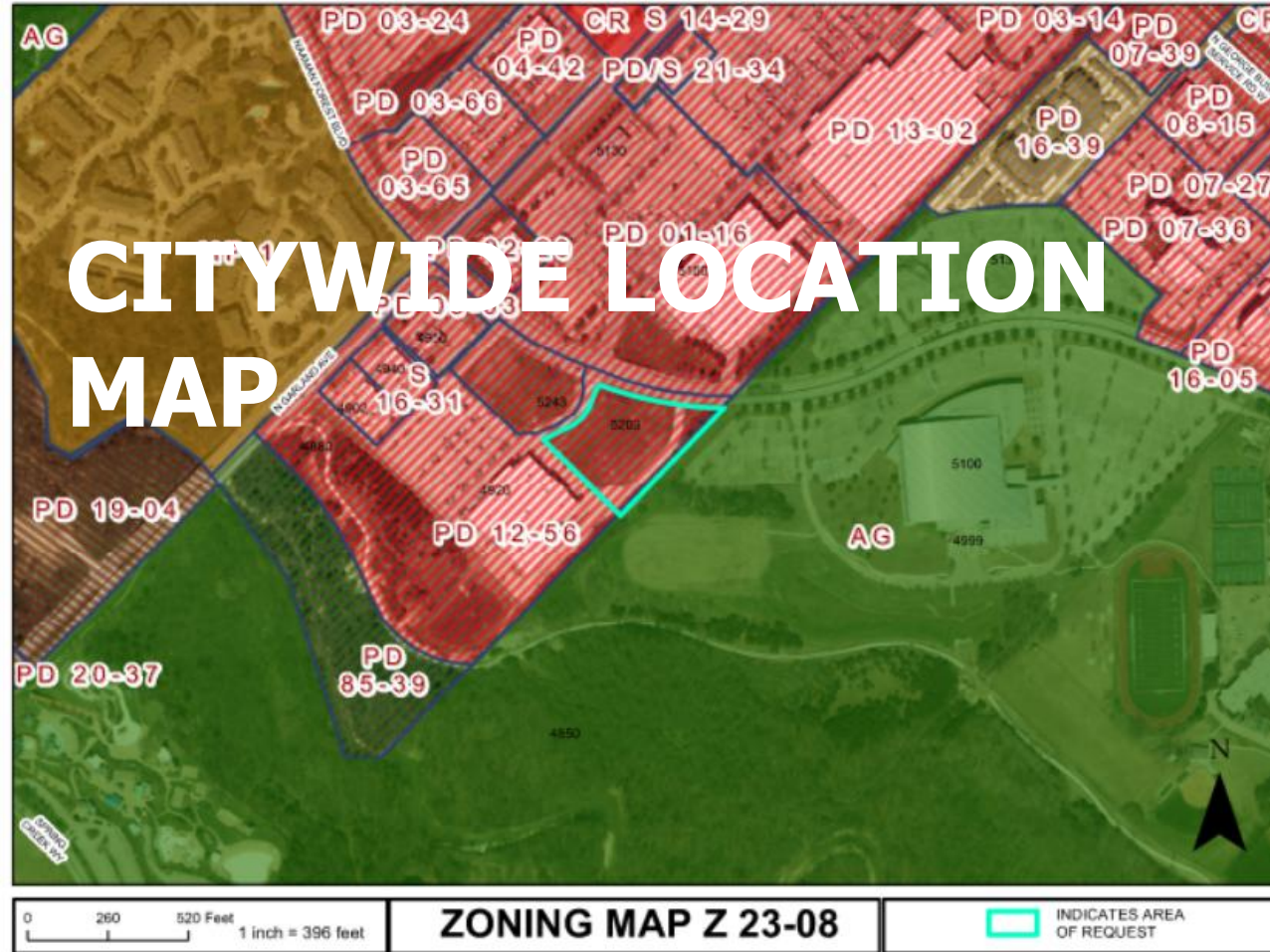
CITYWIDE LOCATION MAP



Z 23-08



LOCATION MAP



5203 Naaman Forest Boulevard

Z 23-08



COMPREHENSIVE PLAN

 Community Centers





COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Community Centers for the subject property. Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment.



ECONOMIC DEVELOPMENT STRATEGIC PLAN

The proposed use is considered “Shopping Center” and “Retail Strip” per the Economic Development Strategic Plan; this category represents a property tax revenue per acre at \$8,639 and \$8,439, respectively. In addition, the proposal brings additional sales tax to Garland.



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PHOTOS



View of the subject site from Naaman Forest Boulevard



West of the subject property

Z 23-08



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PHOTOS



North of the subject property



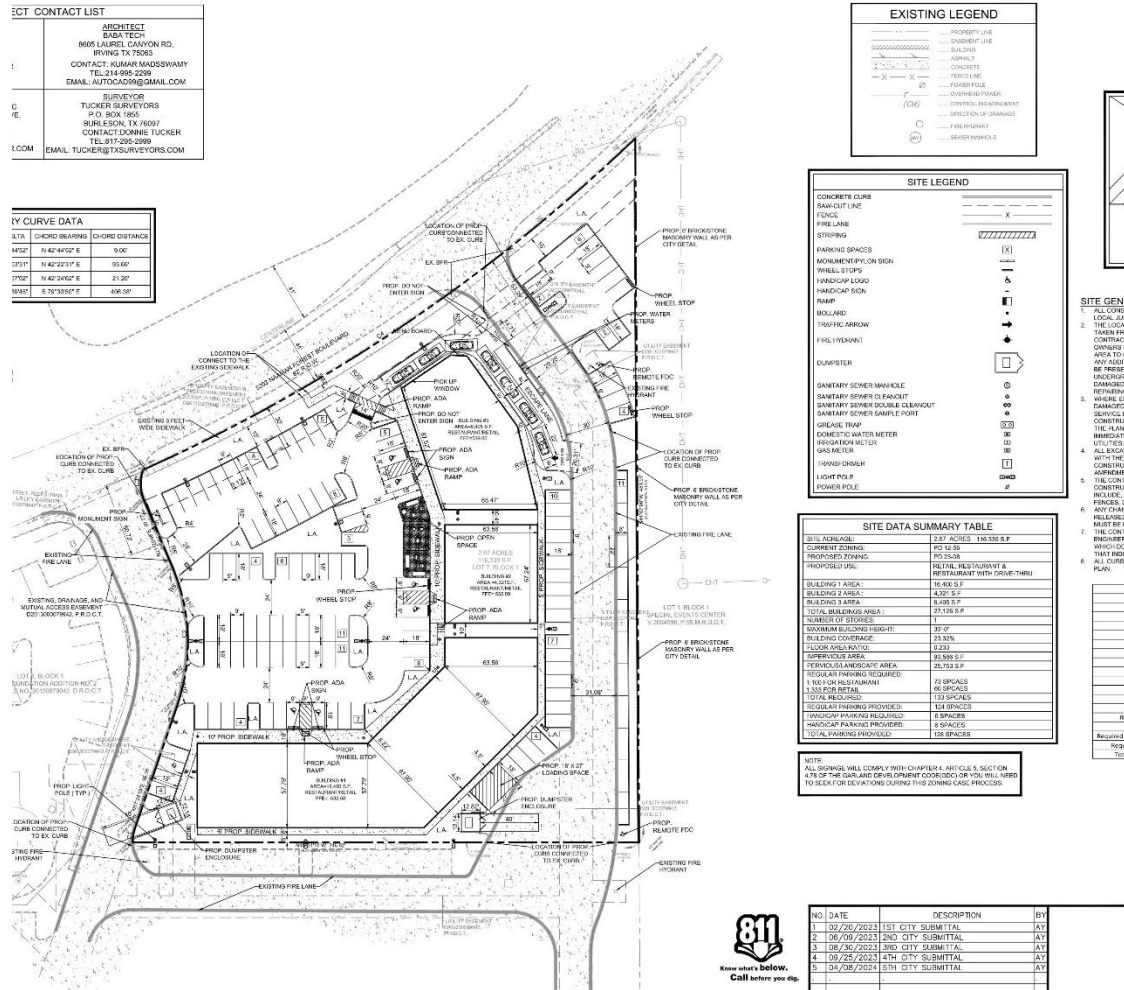
East of subject property

Z 23-08



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SITE PLAN



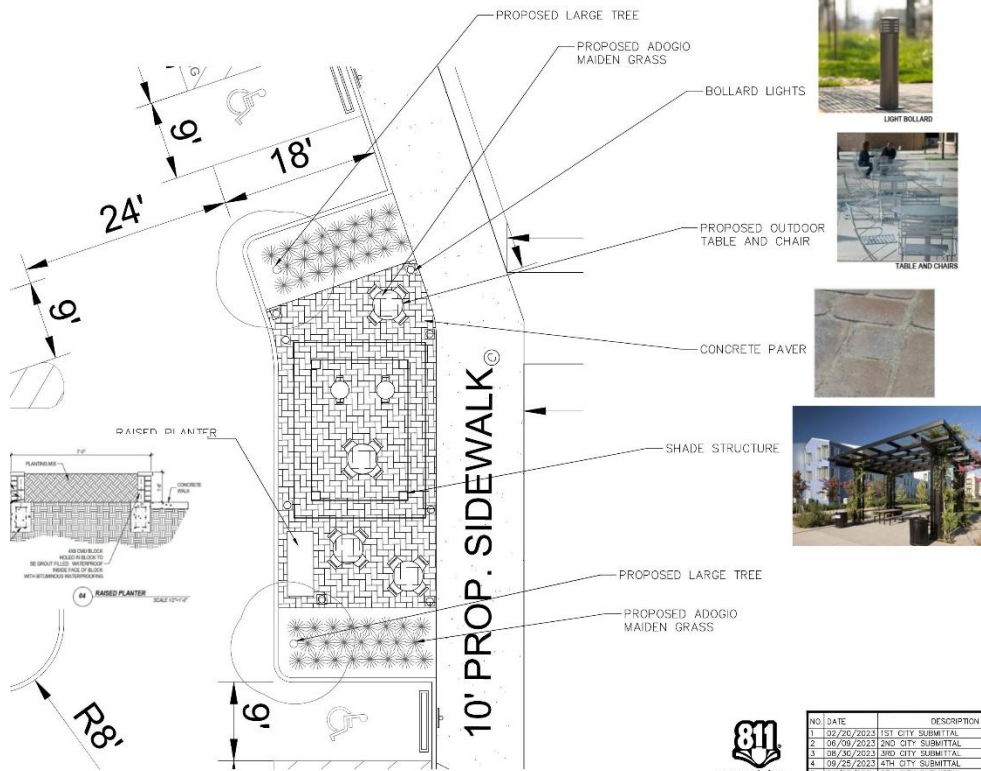
Z 23-08



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OPEN SPACE

PROJECT CONTACT LIST	
ARCHITECT	BGA+TECH 1805 LAUREL CANYON RD. IRVING, TX 75038 CONTACT: KUMAR MADHUSWAMY TEL: 214-995-2299 EMAIL: AUF0CAD59@GMAIL.COM
CIVIL ENGINEER	SURVEYOR TUCKER SURVEYORS P.O. BOX 1855 BURLESON, TX 76007 CONTACT: DONNIE TUCKER TEL: 817-295-2999 EMAIL: TUCKERD@TNSURVEYORS.COM



NO.	DATE	DESCRIPTION	BY
1	02/26/2023	1ST CITY SUBMITTAL	AY
2	06/09/2023	2ND CITY SUBMITTAL	AY
3	08/30/2023	3RD CITY SUBMITTAL	AY
4	08/25/2023	4TH CITY SUBMITTAL	AY
5	04/26/2024	5TH CITY SUBMITTAL	AY

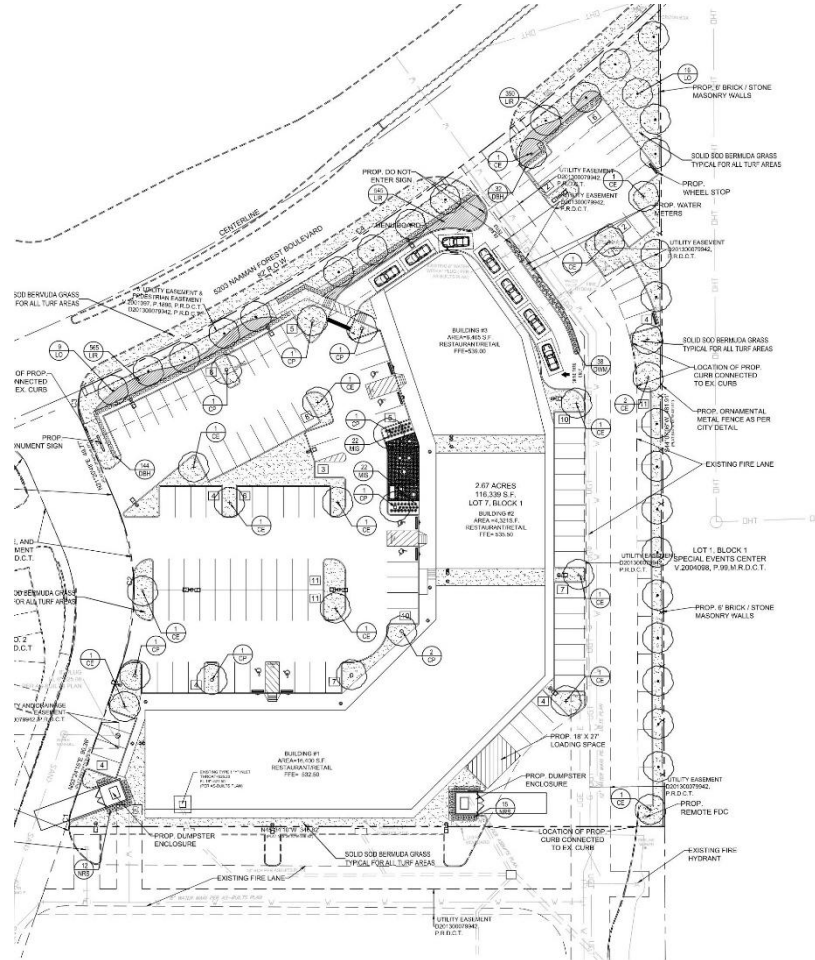


Z 23-08



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LANDSCAPE PLAN

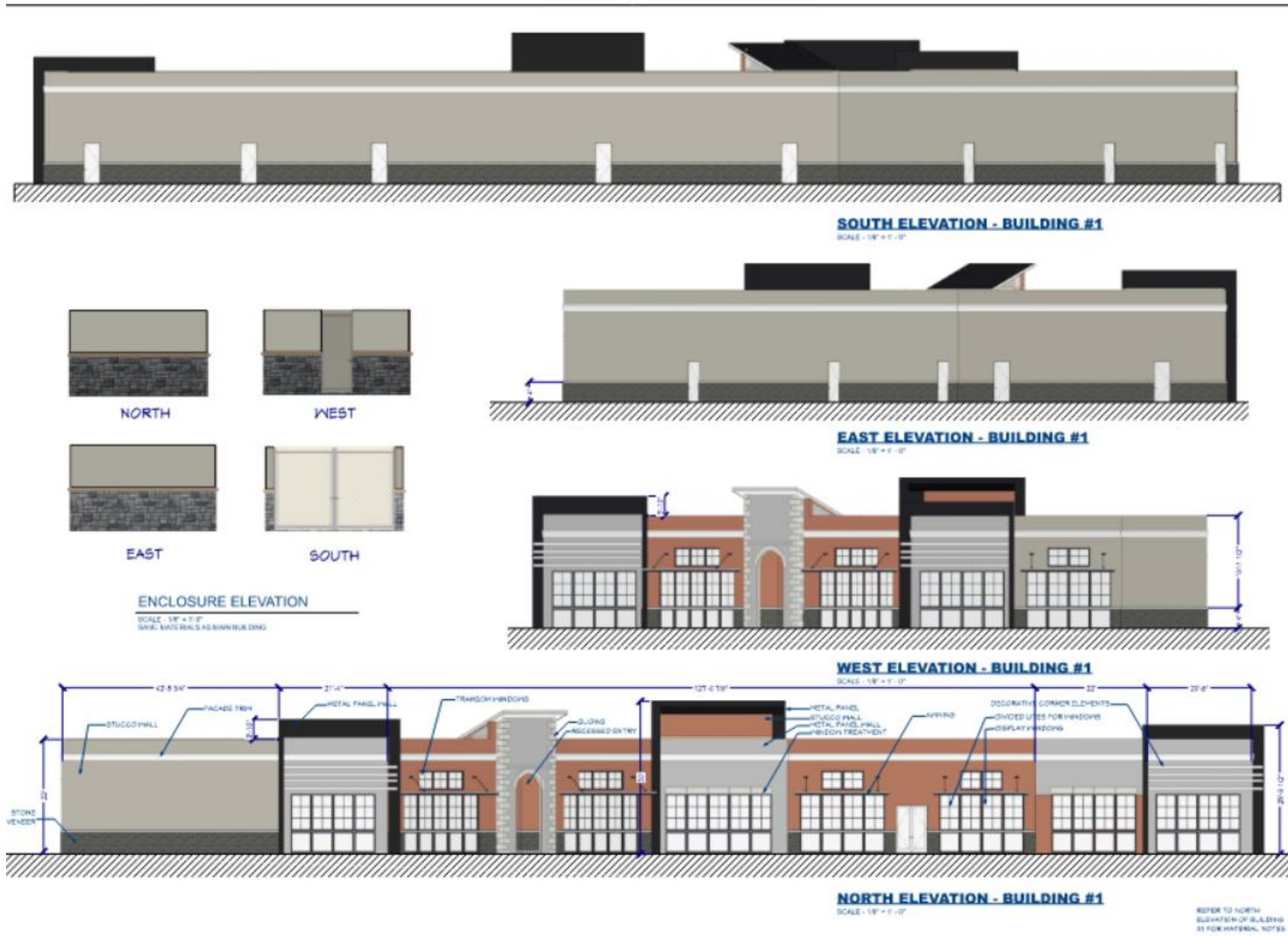


01 LANDSCAPE PLAN
SCALE 1/8"=1'-0"

Z 23-08



BUILDING ELEVATIONS





BUILDING ELEVATIONS



SOUTH ELEVATION - BUILDING #3
SCALE - 1/8" = 1'-0"



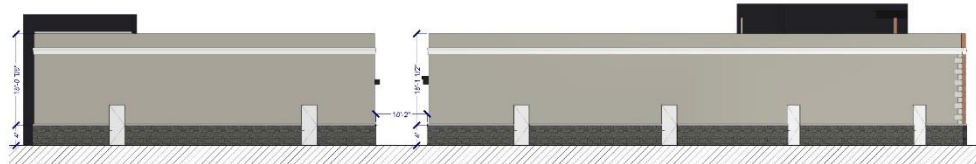
NORTH ELEVATION - BUILDING #3
SCALE - 1/8" = 1'-0" DRIVE THRU WINDOW



NORTH ELEVATION - BUILDING #2
SCALE - 1/8" = 1'-0"



SOUTH ELEVATION - BUILDING #2
SCALE - 1/8" = 1'-0"



EAST ELEVATION - BUILDING #2 & #3
SCALE - 1/8" = 1'-0"



WEST ELEVATION - BUILDING #2 & #3
SCALE - 1/8" = 1'-0"

REFER TO NORTH
ELEVATION OF BUILDING
#1 FOR MATERIAL NOTES

**BABA
TECH**
ARCHITECTURAL
CONSULTING

SHOPPING CENTER
Necumen Forest Blvd @ N Garland Ave

Case Number
(221208-2)

DATE:

4/26/2024

SCALE:

SHEET:

A - 5



BUILDING ELEVATIONS

6 ARCHITECTURAL ELEMENTS ON THE BUILDING ELEVATIONS



04 - DISPLAY WINDOWS



05 - DIVIDED LITES



02 - AWNINGS



05 - TRANSOM WINDOWS



04 - QUOINS



01 - ORNAMENTAL WINDOWS



Planned Development Standards

- Planned Development (PD) District 12-56 requires a sixty (60)-foot building setback and a thirty (30)-foot wide landscape buffer, whereas the GDC requires a twenty (20)-foot side setback when adjacent to the street and a fifteen (15)-foot wide landscape buffer along Naaman Forest Boulevard.
- The applicant proposes a unique architectural design that will be more visible from the street view and enhance the surrounding area.
- Additionally, at the recommendation of staff to add seating/gathering space, the landscape plan reflects it accordingly. This open space is connected to the sidewalk and other open space between the buildings to create a larger interconnected pedestrian area. Benches are also proposed next to each building.



STAFF RECOMMENDATION

Approval of 1) an Amendment to Planned Development (PD) District 12-56 for Community Retail (CR) Uses; 2) a Specific Use Provision for a Restaurant, Drive-Through Use and 3) a Detail Plan for Retail Use, Restaurant Use and Restaurant with Drive-Through Use



PLAN COMMISSION RECOMMENDATION

On April 22, 2024, the Plan Commission voted three (3) to three (3) on a motion to approve, regarding 1) an Amendment to Planned Development (PD) District 12-56 for Community Retail (CR) Uses; 2) a Specific Use Provision for a Restaurant, Drive-Through Use and 3) a Detail Plan for Retail Use, Restaurant Use and Restaurant with Drive-Through Use. The recommendation is considered, in effect, denial.

The applicant has since made changes to the proposal, including adding enhanced architectural features on the north-facing building façade of Building 3, and relocating the open space/outdoor seating area to be adjacent to the building.

Z 23-08



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GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

12.

Meeting Date: 05/21/2024

Title: Boards and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator II

Issue/Summary

Mayor Scott LeMay

- Dorothy White - Library Board

Background

Consideration / Recommendation

Attachments

Dorothy White - Library



GARLAND

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Application for City of Garland Boards/Commissions/Committees/Charter Review Board/Bond Committee

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: CitySecretary@GarlandTX.gov

Please Type or Print Clearly:

Date: April 15, 2024

Name: Dorothy White

Phone

(home)

Address: 728 Hawthorne Dr.

Phone

Other

City, State, Zip: Garland, TX 75041

Email

Resident of Garland for 40 years

Resident of Texas for 45 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District 5

Number Have you ever been convicted of felony? Yes No

Have you ever been convicted of a Class A misdemeanor? Yes No

Please list any experience that qualifies you to serve in the areas you have indicated.

Worked in local government for 21 years
Graduate of Leadership Garland Class 22
I would be interested in serving on any Board or Commission as needed
Professional communicator

If you have previously served on a City Board or Commission, please specify and list dates of service.

Served on 2023 Charter Review Committee

Previously served as City Staff Liaison to Garland Youth Council 2005-2012

List civic or community endeavors with which you have been involved.

Serve on Boards for Hope Clinic, Society for the Preservation of Spring Creek Preserve, Garland Summer Musicals

What is your educational background?

Bachelor's Degree in Journalism

Master's Degree in Public Administration

What is your occupational experience?

Strategic communications professional

Retired City of Garland employee - Director of Public & Media Relations

I hereby affirm that all statements herein are true and correct.

Dorothy White

Board or Commission of first, second and third choice:

- 1 Animal Services Committee
- Board of Adjustment
- Bond Committee
- Charter Review Board
- Citizens Environmental and Neighborhood Advisory Committee
- Civil Service Commission
- Community Multicultural Commission
- Dallas Area Rapid Transit Board
- 2 Garland Cultural Arts Commission
- Garland Youth Council**
- Library Board

- North Texas Municipal Water District Board
- Property Standards Board
- 3 Parks and Recreation Board
- 4 Plan Commission
- 5 Senior Citizens Advisory Committee
- 6 Unified Building Standards Commission
- Tax Increment Finance #1 Downtown Board
- Tax Increment Finance #2 South Board
- Tax Increment #3 Board
- Texas Municipal Power Agency Board

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current Past Due Date Appointed _____
 Utility Account Status Current Past Due Appointed By _____
 CSO Suit/Claim Filed Yes No
 Clerk Signature & Date Courtney Vanover Date Notified _____
4-24-24 Disclosure Form Filed _____